

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
XEL, Inc.		12/27/2002	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	G.P.C. Sales, Inc.		
<b>Doing Business As:</b>	DBA Five Star Fragrance Company		
<b>Street Address:</b>	1095 Long Island Avenue		
<b>City:</b>	Deer Park		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11729		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2131266		
Registration Number:	2462544	JORDAN BY MICHAEL	
Registration Number:	2133332	MICHAEL JORDAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)439-4170		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	401-274-9200		
<b>Email:</b>	trademark@eapdlaw.com		
<b>Correspondent Name:</b>	John E. Ottaviani		
<b>Address Line 1:</b>	P.O. Box 55874		
<b>Address Line 2:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02205		
<b>ATTORNEY DOCKET NUMBER:</b>	29896/62235		
<b>NAME OF SUBMITTER:</b>	John E. Ottaviani		

**OP \$90.00 2131266**

Signature:

/John E. Ottaviani/

Date:

07/24/2006

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment"), made as of the 27th day of December, 2002, from XEL, Inc., a California corporation having a place of business at 9629 Brighton Way, Beverly Hills, California 90210 ("Assignor") to G.P.C. Sales, Inc., a New York corporation doing business as Five Star Fragrance Company having a place of business 1095 Long Island Avenue, Deer Park, NY 11729 ("Assignee").

WHEREAS, Assignor is the owner of the trademark(s) and/or trademarks application(s) set forth in Exhibit A hereto (the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Trademarks, in the United States, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, and every priority right that is or may be predicated upon or arise from said Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of the date first above written.

ASSIGNOR:

XEL, Inc.

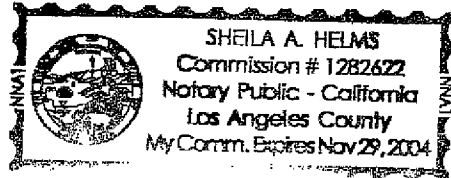
By: [Signature]

Name: Ronald W. Wall

Title: Chief Financial Officer

STATE OF California

COUNTY OF Los Angeles



Before me, the undersigned, a Notary Public of the State of California, personally appeared Ronald W. Wall, having been sworn by me according to law did depose and say he was the Chief Financial Officer of XEL, Inc. (the "Assignor") and did acknowledge the execution of the foregoing Trademark Assignment on behalf of said Assignor.

WITNESS my hand and notarial seal this 27th day of December, 2002.  
[Signature]

ASSIGNEE:

G.P.C. Sales, Inc.

By: \_\_\_\_\_

Name:

Title:



Exhibit A

The Trademarks

<u>U.S. Trademark Registration #</u>	<u>Mark</u>	<u>Date Registered</u>
2131266	"MICHAEL JORDAN ICON HEAD" Design	01/20/98
2462544	JORDAN BY MICHAEL Design	06/19/01
2133332	MICHAEL JORDAN Design	01/27/98