

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
BRITCHES OF GEORGETOWNE, INC.		07/13/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PAUL DAVRIL, INC.		
<b>Street Address:</b>	5401 South Soto Street		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90058		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1263661	BRITCHES OF GEORGETOWNE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)892-9494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(213) 892-2900		
<b>Email:</b>	brobbins@fulbright.com, mlopez@fulbright.com		
<b>Correspondent Name:</b>	Billy A. Robbins		
<b>Address Line 1:</b>	555 South Flower Street		
<b>Address Line 2:</b>	41st Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	2373-266/10609071		
<b>NAME OF SUBMITTER:</b>	Billy A. Robbins		
<b>Signature:</b>	/Billy A Robbins/		

CH \$40.00 1263661

Date:

07/25/2006

**Total Attachments: 3**

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**ASSIGNMENT  
(U.S. and Foreign Trademarks)**

**WHEREAS**, BRITCHES OF GEORGETOWNE, INC., a Delaware corporation having its principal place of business at 5401 South Soto Street, Los Angeles, California 90058 (hereinafter referred to as Assignor), has adopted and is using the Mark and owns the registration therefor set forth in SCHEDULE A; and

**WHEREAS**, PAUL DAVRIL, INC., a California corporation organized under and pursuant to the laws of California having its principal place of business at 5401 South Soto Street, Los Angeles, California 90058 (hereinafter referred to as Assignee), desires to acquire the Mark and the goodwill of the business associated with the Mark.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to the registration for said Mark and all of its right, title, and interest in and to said Mark set forth in *SCHEDULE A* hereof, together with the goodwill of the business symbolized by the Mark and the registration thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Mark and/or registration, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Mark are registered and any renewals of the terms thereof;

**AND FOR THE SAME CONSIDERATION**, the Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said registration and believes it is the sole and lawful owner of the entire right, title, and interest in and to said Mark and said goodwill associated therewith and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

**AND FOR THE SAME CONSIDERATION**, the Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said Mark and registration thereof without charge to the Assignee, its successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions.

BRITCHES OF GEORGETOWNE, INC.  
A Delaware Corporation

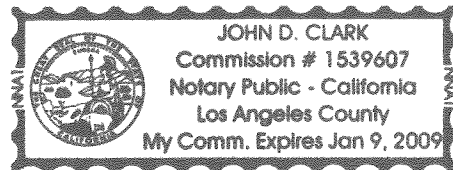
By: [Signature]  
Name: Charles Perez  
Title: V.P.

State of California )  
County of Los Angeles ) ss.

On July 13, 2006, before me, John D. Clark Notary Public, personally Appeared Charles Perez  personally known to me  Proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature: John D. Clark]



**SCHEDULE A**  
**REGISTRATION**

MARK: BRITCHES OF GEORGETOWNE & DESIGN

<b>Registration No.</b>	<b>Date Registered</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Country</b>
1263661	January 10, 1984	73/313,457	June 5, 1981	U.S.