

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robert L. Watson		08/17/2006	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Chiliwear, LLC.		
Street Address:	5609 Blessey St., Suite A		
City:	Harahan		
State/Country:	LOUISIANA		
Postal Code:	70123		
Entity Type:	limited liability company: LOUISIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1642140	BITE ME	
CORRESPONDENCE DATA			
Fax Number:	(760)434-0808		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	760 434 6800		
Email:	zcraig@earthlink.net		
Correspondent Name:	Craig O. Correll, Attorney		
Address Line 1:	4245 Sunnyhill Drive		
Address Line 4:	Carlsbad, CALIFORNIA 92008		
ATTORNEY DOCKET NUMBER:	ASSIGNBITEME		
NAME OF SUBMITTER:	Craig O. Correll		
Signature:	/Craig O. Correll/		
Date:	08/17/2006		

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Total Attachments: 2

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TRADEMARK ASSIGNMENT

This agreement is effective 15 day of August, 2005, by and between Robert Watson (Watson), an individual with his address at 1635 San Luis Avenue, Vista CA 92084 and Chiliwear, LLC, a Louisiana limited liability company with its principal place of business located at 5609 Blessey St., Suite A, Harahan, LA 70123 ("Chiliwear").

WHEREAS Watson is the owner of a trademark known as "Bite Me", bearing it United States trademark registration number 1,642,140 ("Trademark"), as well as the good will associated with that trademark; and

WHEREAS Watson desires to assign to Chiliwear and Chiliwear desires to acquire from Watson all right, title and interest in and to the Trademark, as well as all goodwill associated with the Trademark on the terms and conditions set forth in this Agreement; and

WHEREAS the parties have entered into an agreement dated August 19, 2004 ("2004" Agreement) concerning the future assignment of the trademark from Watson to Chiliwear; and

WHEREAS Chiliwear has made a payment to Watson in the amount of Twenty-five Thousand Dollars and No Cents (\$25,000.00) in accordance with the terms and conditions of the 2004 Agreement; and

WHEREAS the parties seek to terminate 2004 Agreement in favor of the terms and conditions of this TRADEMARK ASSIGNMENT as set forth below;

IN CONSIDERATION of the mutual promises contained herein, receipt and sufficiency is hereby acknowledged; it is agreed as follows:

1. On or before August 25, 2005, Chiliwear shall make payment to Watson of the sum of Thirty Thousand Dollars and No Cents (\$30,000.00) in certified funds or equivalent. Payment shall be made to Watson at the address listed above.
2. Watson hereby assigns the trademark and all of his right, title and interest of whatever kind in and to the Trademark, together with (1) the goodwill of the business relating to the trademark and its registration; (2) all income, royalties, and damages hereafter due or payable to Watson with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; (3) all rights to sue for past, present and future infringements or misappropriations of the trademark. This assignment shall be without warranty of any kind and shall be effective immediately upon receipt by Watson of payment in full from Chiliwear.
3. Watson and Chiliwear agree that they will execute all documents, papers, forms and authorizations and take all other actions that may be necessary at any time for securing, completing, or vesting in Chiliwear full rights, title, and interest in the Trademark, its associated goodwill, and any other right assigned to Chiliwear under the terms of this agreement.

4. Chiliwear is aware of and has a copy of the settlement agreement between Arkwear, Inc. and Watson.

5. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.


6. This Agreement constitutes the entire agreement between the parties with respect to this subject matter hereof and supersedes all prior agreement, oral or written, and all other communications or negotiations relating to the subject matter hereof. It specifically supersedes the 2004 Agreement, which is hereby terminated. No agreement or modification of any provision of this agreement will be effective unless set forth in a document executed by both parties.

Signed this 17 day of Aug. 2006.

Robert Watson:



Chiliwear, LLC:


By: Sidney Copey Pulitzer, Jr.
Its President