

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
Carabella Corporation		08/28/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Carabella Corporation		
Street Address:	17662 Armstrong Avenue		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1770814	CARABELLA COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-446-4800		
Email:	hsmith@kirkland.com		
Correspondent Name:	Hayley Smith, Kirkland & Ellis LLP		
Address Line 1:	153 East 53rd Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	41389-0001 (CARABELLA)		
NAME OF SUBMITTER:	Hayley Smith, Senior Legal Assistant		
Signature:	//Hayley Smith//		
Date:	08/31/2006		

CH \$40.00 1770814

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 28, 2006 ("Effective Date") by and between Carabella Corporation, a California corporation ("Assignor") and Carabella Corporation, a Delaware Corporation ("Assignee").

WHEREAS, Assignor, Assignee and certain other parties have heretofore entered into that certain Asset Purchase Agreement, dated as of August 18, 2006 (the "Agreement"), pursuant to which Assignee agreed to purchase from Assignor, and Assignor agreed to sell to Assignee, certain of the assets and properties owned or used by Assignor; and

WHEREAS, in connection with the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all Proprietary Rights (as defined in the Agreement) owned, leased, licensed or otherwise held by the Assignor, including, without limitation, the trademark registration set forth on Schedule A attached hereto (the "Mark"); and

WHEREAS, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Mark, for the United States and for all foreign countries, including, without limitation, any translations, adaptations, derivations and combinations thereof and renewals in connection therewith, together with the goodwill associated with any of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments arising therefrom, the right to sue and recover for past, present or future infringement, misappropriation or other unauthorized use of the Mark, and all corresponding rights that, now or hereafter, may be secured throughout the world.

Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Mark.

Assignor shall, at Assignee's request, take all further actions, and provide Assignee, and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of all affidavits, declarations, oaths, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

CARABELLA CORPORATION, a
California corporation

By:


Houshang Jalili, President

CARABELLA CORPORATION, a
Delaware corporation

By:

Geraldyn Madonna, CEO

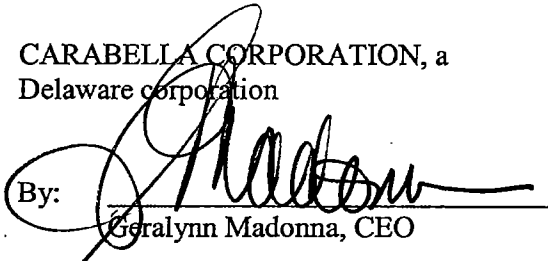
{Trademark Assignment Signature Page}

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CARABELLA CORPORATION, a
California corporation

By: _____
Houshang Jalili, President

CARABELLA CORPORATION, a
Delaware corporation

By:  _____
Geralynn Madonna, CEO

{Trademark Assignment Signature Page}

SCHEDULE A

Trademark	Country/State	Registration Number	Registration Date
CARABELLA COLLECTION	U.S.	1,770,814	5/11/93