

**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>
PAUL DAVRIL, INC.		09/05/2006	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRITCHES ACQUISITION CORP.		
<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: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0942463	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>	213-892-9200		
<b>Email:</b>	laipdocket@fulbright.com, brobbins@fulbright.com, mlopez@fulbright.com		
<b>Correspondent Name:</b>	Billy A. Robbins - Fulbright & Jaworski		
<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>	2373-264/10609077		
<b>NAME OF SUBMITTER:</b>	Billy A. Robbins		
<b>Signature:</b>	/Billy A. Robbins/		

CH \$40.00 0942463

Date:

09/06/2006

**Total Attachments: 3**

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

**WHEREAS, PAUL DAVRIL, INC.**, a California 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 by assignment recorded at reel 003354, frame 0728 owns the registration therefor set forth in SCHEDULE A; and

**WHEREAS, BRITCHES ACQUISITION CORP.**, a Delaware corporation 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 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.

PAUL DAVRIL, INC.  
A California Corporation

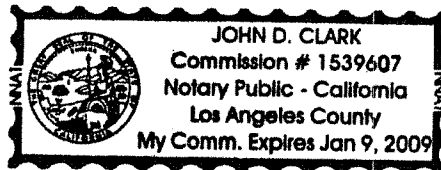
By: [Signature]  
Name: Charles Perez  
Title: Sec- TREA

State of California )  
County of Los Angeles ) ss.

On September 5, 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.

John D Clark



Docket No. 2373-264/10609077

**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>
0942463	September 5, 1972 Renewed	72/392,762	May 21, 1971	U.S.

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