

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
PAUL DAVRIL, INC.		09/05/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BRITCHES ACQUISITION CORP.		
Street Address:	5401 South Soto Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90058		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1263661	BRITCHES OF GEORGETOWNE	
CORRESPONDENCE DATA			
Fax Number:	(213)892-9494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-892-9200		
Email:	laipdocket@fulbright.com, brobbins@fulbright.com, mlopez@fulbright.com		
Correspondent Name:	Billy A. Robbins - Fulbright & Jaworski		
Address Line 1:	555 South Flower Street		
Address Line 2:	41st Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	2373-266/10609079		
NAME OF SUBMITTER:	Billy A. Robbins		
Signature:	/Billy A. Robbins/		

CH \$40.00 1263661

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 0779 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

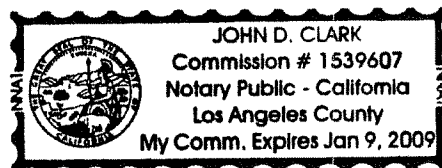
By: [Signature]
Name: CHARLES Perez
Title: Soc. Treas.

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.

[Signature]



SCHEDULE A
REGISTRATION

MARK: BRITCHES OF GEORGETOWNE & DESIGN

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