

**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>
Party Panache, Inc.		02/14/2007	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Classic Panache, Inc.		
<b>Street Address:</b>	2310 E. Imperial Highway		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2922253	AFFORDABLE ELEGANCE	
Registration Number:	2922259	LINENS WITH PANACHE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)680-6499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-680-6845		
<b>Email:</b>	scott.shane@bingham.com		
<b>Correspondent Name:</b>	Scott M. Shane		
<b>Address Line 1:</b>	355 S. Grand Ave Suite 4400		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	0000323584		
<b>NAME OF SUBMITTER:</b>	Scott M. Shane		
<b>Signature:</b>	/Scott M. Shane/		
<b>Date:</b>	02/14/2007		

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Total Attachments: 3  
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ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

THIS ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.) ASSIGNMENT is dated as of the 13<sup>th</sup> day of February, 2007 by PARTY PANACHE, INC., a Florida corporation ("Assignor"), in favor of CLASSIC PANACHE, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor has adopted and used and is using the trademarks and service marks (the "Marks") identified on Exhibit A hereto, and is the owner of the registrations thereof and pending registration applications for such Marks in the United States Patent and Trademark Office identified on said Exhibit A, and the Assignor wishes to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the Marks, the registrations thereof and registration applications therefore, and the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over, to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for said Marks (b) the goodwill of the business associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations thereof or such associated goodwill, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale, assignment, transfer and setting over not been made.


Assignor hereby requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the assignee of the Marks registered in the United States. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks in the United States and all other rights hereby conveyed.

IN WITNESS WHEREOF, Assignor has caused this ASSIGNMENT to be executed as of the date first written above.

ASSIGNOR:  
PARTY PANACHE, INC.  
By: [Signature]  
Name: Kelly Murphy  
Title: President

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on February 13 2007 by Kelly Murphy as President of Party Panache, Inc., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

NOTARY PUBLIC-STATE OF FLORIDA  
 William J. GROSS  
Commission # DD531441  
Expires: MAY 03, 2010  
Bonded thru Atlantic Bonding Co., Inc.

[Signature]  
Notary Public  
William J. Gross  
Print Name  
My Commission Expires: 5/3/2010

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The foregoing Assignment of said Marks and the registrations thereof and registration application therefore by the Assignor to the Assignee is hereby accepted as of the date first above written.

ASSIGNEE:

CLASSIC PANACHE, INC.

By *Kirk Waldron*

Name: Kirk Waldron

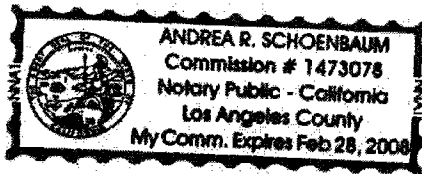
Title: CFO

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me on February 13, 2007 by Kirk Waldron, as Chief Financial Officer of Classic Panache, Inc., a Delaware corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who ~~did~~ did not take an oath.

*Witness my hand and official seal.*

*Andrea R. Schoenbaum* NOTARY PUBLIC  
Notary Public



ANDREA R SCHOENBAUM

Print Name

My Commission Expires: 2/28/08

EXHIBIT A

TRADEMARKS AND SERVICE MARKS BEING ASSIGNED

<u>TRADEMARK OR SERVICE MARK</u>	<u>UNITED STATES PATENT &amp; TRADEMARK REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
"AFFORDABLE ELEGANCE"	2,922,253	February 1, 2005
"LINENS WITH PANACHE"	2,922,259	February 1, 2005