

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
RAJ Manufacturing, Inc.		12/08/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Raj Manufacturing, LLC
Street Address:	2962 Dow Avenue
City:	Tustin
State/Country:	CALIFORNIA
Postal Code:	92780
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3207873	BEACH LINGO
Registration Number:	3145387	THREE ARCH BAY
Registration Number:	3142060	SWIM DU SOLEIL
Registration Number:	3142058	BAREFOOT MISS
Serial Number:	78734967	ATHENA PICK YOUR FIT
Serial Number:	78734963	ATHENA
Registration Number:	2812921	RAJMAN
Serial Number:	77048252	PICK YOUR FIT
Registration Number:	2902829	NEXT BY ATHENA

CORRESPONDENCE DATA

Fax Number: (310)201-2301
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 310-785-6847
 Email: ryanni@ggfirm.com

CH \$240.00 3207873

Correspondent Name: Rami S. Yanni c/o Greenberg Glusker
Address Line 1: 1900 Avenue of the Stars, 21st Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:

73101.2

NAME OF SUBMITTER:

Rami S. Yanni

Signature:

/Rami S. Yanni/

Date:

03/22/2007

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of December 8, 2006, by and between RAJ Manufacturing, Inc., a California corporation ("Assignor") and Raj Manufacturing, LLC, a Delaware limited liability company ("Assignee").

WHEREAS Assignor and Assignee are parties to that certain Contribution Agreement dated December 8, 2006, pursuant to which Assignee has acquired all right, title and interest in and to certain trademarks and service marks of Assignor, including those trademark and service mark registrations (and applications for registration) set forth on Schedule A (the "Trademarks");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee (i) all right, title and interest in and to the Trademarks, in each case together with all of the good will of the business symbolized by the Trademarks and all registrations and applications for registration thereof and any renewals and extensions of such registrations, (ii) all income, royalties, damages and payments now due or which hereafter become due or payable in respect of such Trademarks, (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement of such Trademarks, including without limitation claims for present or future infringement, dilution or other unauthorized use, and (iv) all rights corresponding to the foregoing through the world.

Assignor warrants and represents to Assignee that Assignor is the sole and exclusive registrant for the Trademarks, and has full power and authority to enter into and perform its obligations under this Trademark Assignment.

The Commissioner for Trademarks in the United States Patent and Trademark Office, as well as each equivalent governmental authority in any other jurisdiction throughout the world, is requested to record this Assignment.

This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

CALIFORNIA
 STATE OF DELAWARE)
) ss
 COUNTY OF ORANGE)

I, DEBORAH D. WALKER, do hereby certify that RAJ BHATTAL appeared before me this day, and acknowledged that this Domain Name Transfer was signed and delivered as the free and voluntary act of said person on behalf of the identified entity with authority to do so, for the uses and purposes therein set forth.

Given under my hand and seal this 13th day of December, 2006.

Deborah D. Walker
Notary Public



STATE OF CALIFORNIA)
) ss
 COUNTY OF ORANGE)

I, DEBORAH D. WALKER do hereby certify that ALEX BHATTAL appeared before me this day, and acknowledged that this Domain Name Transfer was signed and delivered as the free and voluntary act of said person on behalf of the identified entity with authority to do so, for the uses and purposes therein set forth.

Given under my hand and seal this 13th day of December, 2006.

Deborah D. Walker
Notary Public





IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by authorized officers of Assignor and Assignee, respectively, and is effective as of this 8th day of December, 2006.

RAJ MANUFACTURING, INC.

By: *[Signature]*

Name: Alex Bhatnagar

Its: CEO

RAJ MANUFACTURING, LLC

By: *[Signature]*

Name: Alex Bhatnagar

Its: Co-President

RAJ Bhatnagar

[Signature]



**SCHEDULE A
TRADEMARK REGISTRATIONS
AND APPLICATIONS FOR REGISTRATION**

Registered Trademarks:

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>First Use Date</u>
Barefoot Miss	United States	78/735190	3142058	09/12/06	06/01/67
Swim du Soleil	United States	78/735197	3142060	09/12/06	10/30/95
Three Arch Bay	United States	78/738689	3145387	09/19/06	10/30/04
rajman	United States	78/173693	2812921	02/10/04	11/30/98
Next by Athena	United States	76/518994	2902829	11/16/04	05/01/03
Barefoot Miss of California	Japan	H08-055117	4155510	06/12/98	06/01/67
Beach Lingo	Japan	H08-055116	4067530	10/9/97	07/01/90

Pending Trademarks (Applications for Registration):

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>First Use Date</u>
Beach Lingo	United States	78/735181	10/18/05	07/01/90
Athena	United States	78/734963	10/18/05	01/01/84
Athena Pick Your Fit	United States	78/734967	10/18/05	09/01/93
Pick Your Fit	United States	77/048252	11/20/06	09/01/93