

**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>
Loomworks Apparel, Inc.		07/27/2007	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shawne D Merriman		
<b>Street Address:</b>	1744 Poincianna Drive		
<b>City:</b>	El Cajon		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92021		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2885212	LIGHTS OUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(760)340-6698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(619) 525-1300		
<b>Email:</b>	nina.beck@bbklaw.com		
<b>Correspondent Name:</b>	Melissa W. Woo		
<b>Address Line 1:</b>	655 West Broadway		
<b>Address Line 2:</b>	15th Floor		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Melissa W. Woo		
<b>Signature:</b>	/s/		
<b>Date:</b>	07/31/2007		

**OP \$40.00 2885212**

Total Attachments: 4

**900083170**

**TRADEMARK  
 REEL: 003591 FRAME: 0796**

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**TRADEMARK ASSIGNMENT**

WHEREAS, Loomworks Apparel, Inc., a corporation organized and existing under the laws of the State of California ("Assignor"), has adopted and used and is the owner of United States Trademark Registration No. 2,885,212, issued on September 14, 2004, for the mark LIGHTS OUT, in connection with Assignor's goods and services, and the goodwill associated therewith.

WHEREAS, Shawne D. Merriman, an individual ("Assignee"), desires to acquire all right, title and interest in and to the LIGHTS OUT mark.

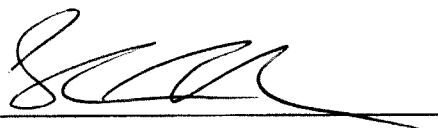
NOW THEREFORE, in consideration of the Parties' mutual covenants and undertakings, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all rights, title and interest in and to the LIGHTS OUT mark, including but not limited to United States Trademark Registration No. 2,885,212, together with the goodwill of that part of Assignor's business connected with the use of and symbolized by the LIGHTS OUT mark, and including any and all claims for past, present, and future infringement thereof, including all rights as opponents in any opposition or cancellation proceeding. Assignor further agrees to execute all documents, papers, forms, and authorizations and take all other actions that may be necessary to perfect such rights, title and interest in Assignee.

The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, his successor, assigns, heirs, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, heirs and other legal representatives.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed.

Dated: 7.26.07

SHAWNE D. MERRIMAN

By: 

Dated: \_\_\_\_\_

LOOMWORKS APPAREL, INC.

By: \_\_\_\_\_  
Gary Hesp, Chief Financial Officer

**TRADEMARK ASSIGNMENT**

WHEREAS, Loomworks Apparel, Inc., a corporation organized and existing under the laws of the State of California ("Assignor"), has adopted and used and is the owner of United States Trademark Registration No. 2,885,212, issued on September 14, 2004, for the mark LIGHTS OUT, in connection with Assignor's goods and services, and the goodwill associated therewith.

WHEREAS, Shawne D. Merriman, an individual ("Assignee"), desires to acquire all right, title and interest in and to the LIGHTS OUT mark.

NOW THEREFORE, in consideration of the Parties' mutual covenants and undertakings, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all rights, title and interest in and to the LIGHTS OUT mark, including but not limited to United States Trademark Registration No. 2,885,212, together with the goodwill of that part of Assignor's business connected with the use of and symbolized by the LIGHTS OUT mark, and including any and all claims for past, present, and future infringement thereof, including all rights as opponents in any opposition or cancellation proceeding. Assignor further agrees to execute all documents, papers, forms, and authorizations and take all other actions that may be necessary to perfect such rights, title and interest in Assignee.

The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, his successor, assigns, heirs, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, heirs and other legal representatives.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed.

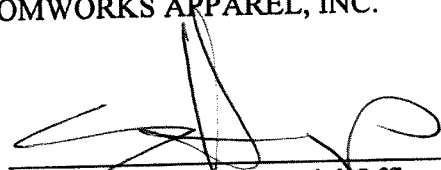
Dated: \_\_\_\_\_

SHAWNE D. MERRIMAN

By: \_\_\_\_\_

Dated: \_\_\_\_\_


LOOMWORKS APPAREL, INC.

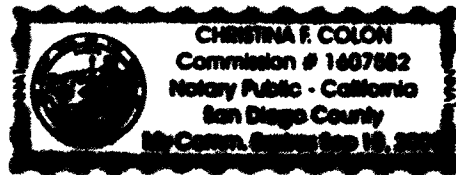
By:  \_\_\_\_\_  
Gary Hesp, Chief Financial Officer

State of California )  
 ) SS.  
County of San Diego )

On July 26, 2007, before me Christina F. Colón, Notary Public, personally appeared **SHAWNE D. MERRIMAN**, personally known to me to be the person whose name is subscribed to this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public



State of California )  
 ) SS.  
County of Orange )

On July 27, 2007, before me, DON S. PARK, Notary Public, personally appeared **GARY HESP**, personally known to me to be the person whose name is subscribed to this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

