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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	
Eric Malka		08/15/2007	INDIVIDUAL: UNITED STATES	

RECEIVING PARTY DATA

Name:	THE ART OF SHAVING, LLC		
Street Address:	1301 NW 84th Avenue, Suite 101		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33126		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78784191	THE PERFECT SHAVE
Registration Number:	3029065	ONE GREAT SHAVE
Registration Number:	2943947	THE 4 ELEMENTS OF THE PERFECT SHAVE
Registration Number:	2768486	BARBER SPA
Registration Number:	2866555	ROYAL SHAVE
Registration Number:	2975576	THE ART OF SHAVING AFTER SHAVE MASK
Serial Number:	78229069	ONE GREAT SHAVE
Registration Number:	2872958	AFTER SHAVE MASK
Registration Number:	2315819	THE ART OF SHAVING
Registration Number:	2108970	THE ART OF SHAVING

CORRESPONDENCE DATA

Fax Number: (415)399-9444

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415-399-9440

TRADEMARK REEL: 003616 FRAME: 0049

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Email: gregory@rutchik.com Correspondent Name: Gregory Rutchik Address Line 1: Three Embarcardeo Center, 6th Floor the arts and technology law group Address Line 2: Address Line 4: San Francisco, CALIFORNIA 94111 ATTORNEY DOCKET NUMBER: TAOS NAME OF SUBMITTER: Gregory Rutchik Signature: /gregory rutchik/ 09/06/2007 Date: Total Attachments: 2

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AGREEMENT ("Assignment") is entered into as of August 15, 2007 ("Effective Date") by and between ERIC MALKA, AN INDIVIDUAL ("MALKA") and THE ART OF SHAVING, LLC, a Delaware limited liability company ("TAOS LLC") (collectively the "Parties") in exchange for the mutual covenants set forth herein.

- 1. Malka is the owner of certain intellectual property used to conduct the business of TAOS LLC (the "Intellectual Property"), including without limitation the trademark and service mark registrations and applications for registration set forth in the attached Exhibit A ("Trademarks"). Malka desires to assign to TAOS LLC all right, title and interest in and to the Intellectual Property, including without limitation all right, title and interest in and to the Trademarks.
- 2. In consideration delivered and paid to Malka concurrently herewith, the receipt of which is acknowledged to be accepted and sufficient by Malka, Malka hereby assigns to TAOS LLC all world-wide right, title and interest in and to the Intellectual Property (including without limitation the Trademarks) any associated domain names and foreign applications or registrations therefor, and all of the goodwill associated therewith, and expressly waives any and all rights and claims to in and to the Intellectual Property. Malka agrees to cooperate with TAOS LLC to execute any and all documents reasonably necessary to effectuate the assignment expressed herein and in the event Malka is not available to execute any such document, Malka hereby assigns TAOS LLC as its attorney-in-fact, coupled with an interest to execute any such document.
- 3. Malka hereby warrants that (i) he is the sole and exclusive owner of all right, title and interest to the Trademarks; (ii) has all rights necessary to execute this Assignment; (iii) this Assignment does not conflict with any rights of any third party or agreements entered by and between Malka and a third party; (iv) and that the Trademarks are not encumbered in any way. TAOS LLC warrants that it has the authority necessary to enter into this Assignment.
- 4. This Assignment shall be governed by the laws of the state of Florida. In the event of any dispute between the Parties, the Parties shall endeavor to meet in good faith and in the event such dispute cannot be resolved, the Parties agree that all disputes shall be brought in binding arbitration pursuant to the rules of the American Arbitration Association, in Miami, Florida. This Assignment may only be amended or modified in a writing signed by both Parties.
- 5. This Assignment constitutes the entire agreement between the Parties, and supersedes all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the Parties relating to the subject matter of such provisions.
- 6. This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment.

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ERIC MAI	LKA DADO		THE ART	OF SHAVING, LLC	
Ву:	STULL		By:	FUX-	
Detad:	8-15-07	·	Dated:	8-15-07	

[Signature Page to Assignment of Intellectual Property]

RECORDED: 09/06/2007

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