

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                          |
|-----------------------|--------------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT           |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE:       | 04/09/2007               |

**CONVEYING PARTY DATA**

| Name                          | Formerly | Execution Date | Entity Type             |
|-------------------------------|----------|----------------|-------------------------|
| Versatile Entertainment, Inc. |          | 04/09/2007     | CORPORATION: CALIFORNIA |

**RECEIVING PARTY DATA**

|                 |                                       |
|-----------------|---------------------------------------|
| Name:           | William Rast Licensing, LLC           |
| Street Address: | 150 W. Jefferson Blvd.                |
| City:           | Los Angeles                           |
| State/Country:  | CALIFORNIA                            |
| Postal Code:    | 90007                                 |
| Entity Type:    | LIMITED LIABILITY COMPANY: CALIFORNIA |

**PROPERTY NUMBERS Total: 2**

| Property Type  | Number   | Word Mark    |
|----------------|----------|--------------|
| Serial Number: | 78977897 | WILLIAM RAST |
| Serial Number: | 78790276 | WILLIAM RAST |

**CORRESPONDENCE DATA**

Fax Number: (310)734-3253  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 310-734-3252  
 Email: mcooke@steptoe.com  
 Correspondent Name: Michelle A. Cooke  
 Address Line 1: 2121 Avenue of the Stars  
 Address Line 2: Suite 2800  
 Address Line 4: Los Angeles, CALIFORNIA 90067

|                         |                   |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 083374.00005      |
| NAME OF SUBMITTER:      | Michelle A. Cooke |

CH \$65.00 78977897

Signature:

/michelle cooke/

Date:

10/16/2007

Total Attachments: 2

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**ASSIGNMENT OF TRADEMARKS**

WHEREAS, Versatile Entertainment, Inc., a corporation, having its principal place of business at 150 W. Jefferson Blvd., Los Angeles, CA 90007, ("Assignor") was the owner of the mark WILLIAM RAST and WILLIAM RAST & Design (collectively, "Trademarks") including the applications/registrations identified in Exhibit A hereto; and

WHEREAS, William Rast Licensing, LLC, a California Limited Liability Company, having its principal place of business at 150 W. Jefferson Blvd., Los Angeles, CA 90007, (Assignee"), has acquired the Trademarks together with the goodwill symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby acknowledges that it has assigned to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks (as well as any applications and/or registrations for the Trademarks owned by Assignor and/or Assignor's subsidiaries or principals) including, but not limited to the application/registration indicated above together with the goodwill symbolized by said Trademarks and all of Assignor's rights to sue and recover for, and the right to profits or damages, due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademark or the associated goodwill.

Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee and its successors and assigns 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 Trademarks in all applicable countries, provided that all costs associated with the performance of such action and preparation, review and execution of such documentation shall be borne entirely by Assignee.

THIS ASSIGNMENT OF TRADEMARKS shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns, with an effective date of April 9, 2007.

Versatile Entertainment, Inc.

William Rast Licensing, LLC

By: 

Name: Darryn Barber, Chief Financial Officer

Date: April \_\_, 2007

By: 

Name: Danny Guez, Managing Director

Date: April \_\_, 2007

**EXHIBIT A**

| <b>Trademark</b>      | <b>Country</b> | <b>Class(es)</b> | <b>Applicatino No.</b> | <b>Registration No.</b> |
|-----------------------|----------------|------------------|------------------------|-------------------------|
| WILLIAM RAST          | Australia      | 18               | 1094530                | 1,094,530               |
| WILLIAM RAST          | Australia      | 25               | 1,049,722              | 1,049,722               |
| WILLIAM RAST          | Canada         | Multi-class      | 1,250,494              | N/A                     |
| WILLIAM RAST          | China (PRC)    | 18               | 5129098                | N/A                     |
| WILLIAM RAST          | China (PRC)    | 25               | 5184179                | N/A                     |
| WILLIAM RAST          | CTM            | 14, 18, 25       | 004336749              | 004336749               |
| WILLIAM RAST          | Hong Kong      | 18, 25           | 300565236              | 300565236               |
| WILLIAM RAST          | Israel         | 18               | 187070                 | N/A                     |
| WILLIAM RAST          | Israel         | 25               | 187071                 | N/A                     |
| WILLIAM RAST          | Japan          | 18, 25           | 2005-22088             | 4,895,123               |
| WILLIAM RAST          | Korea          | 18               | 40-2006-10799          | N/A                     |
| WILLIAM RAST          | Korea          | 25               | 40-2005-42326          | 682859                  |
| WILLIAM RAST          | Mexico         | 14               | 719,976                | 899,106                 |
| WILLIAM RAST          | Mexico         | 18               | 719,975                | 898,391                 |
| WILLIAM RAST          | Mexico         | 25               | 719,974                | 898,390                 |
| WILLIAM RAST          | Russia         | 18               | 2006702561             | N/A                     |
| WILLIAM RAST          | Russia         | 25               | 2006702562             | N/A                     |
| WILLIAM RAST          | Singapore      | 18               | T06/01099A             | N/A                     |
| WILLIAM RAST          | Singapore      | 25               | T06/01100I             | T06/01100I              |
| WILLIAM RAST          | Taiwan         | 18, 25           | 095003043              | N/A                     |
| WILLIAM RAST          | Turkey         | 18, 25           | 2006/06086             | N/A                     |
| WILLIAM RAST          | U.S.           | 18               | 78/788,872             | N/A                     |
| WILLIAM RAST          | U.S.           | 25               | 78/977,897             | N/A                     |
| WILLIAM RAST          | U.S.           | 25               | 78/640,807             | N/A                     |
| WILLIAM RAST & Design | U.S.           | 18               | 78/788,853             | N/A                     |
| WILLIAM RAST & Design | U.S.           | 25               | 78/790,276             | N/A                     |