

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/30/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Powder LLC		10/18/2007	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Grace Wexler
Street Address:	3412 Halderman Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90066
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2843001	POWDER

CORRESPONDENCE DATA

Fax Number: (206)292-0460
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 206-622-1711
 Email: jjolley@schwabe.com
 Correspondent Name: Jennifer L Jolley
 Address Line 1: 1420 Fifth Ave, Ste 3010
 Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	WEXLER / POWDER
NAME OF SUBMITTER:	Jennifer L. Jolley
Signature:	/jennifer l jolley/

CH \$40.00 2843001

Date:

10/19/2007

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is by and between Powder, LLC, an Illinois limited liability company (the "Assignor") and Grace Wexler, an individual (the "Assignee").


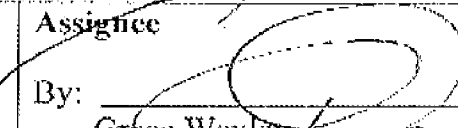
RECITALS

- A. Assignor was the owner of the trademarks POWDER, POWDER + Design and United States trademark registration identified on the attached Schedule, along with the goodwill appurtenant thereto (the "POWDER Trademarks");
- B. Assignor's limited liability company dissolved on or about June 30, 2006. Upon dissolution, its assets, including the POWDER Trademarks, were transferred to its sole member, the Assignee.
- C. The parties desire to formalize Assignee's acquisition of the POWDER Trademarks.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. Assignor does hereby assign, transfer, and convey to Assignee, *nunc pro tunc* as of June 30, 2006, all right, title, and interest that Assignor may have acquired in and to the POWDER Trademarks, including:
 - (a) all goodwill of the business appertaining to and symbolized by the POWDER Trademarks;
 - (b) the right to sue and recover damages and profits for all past, present, and future infringement of the POWDER Trademarks by third parties; and
 - (c) the rights of Assignor in and to any registration of the POWDER Trademarks specified on the attached Schedule.
2. Assignor agrees to take all further actions reasonably requested by Assignee to effect the transfer intended by this Assignment.

<p>Assignor: Powder, LLC</p> <p>By:  Grace Wexler Title: Managing Member Date: October 18, 2007</p>	<p>Assignee</p> <p>By:  Grace Wexler Date: October 18, 2007</p>
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SCHEDULE OF REGISTRATIONS

Trademark	Registration No.	Application/ Registration Date
POWDER + DESIGN	2,843,001	Application Date: 1-4-2003 Registration Date: 5-18-2004