

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
MARCIA KILGORE		03/07/2006	Individual: CANADA
RECEIVING PARTY DATA			
Name:	BRANDHANDLING INTERNATIONAL LIMITED		
Street Address:	Suite 6S, Mill Mall, Wickhams Cay 1		
City:	Road Town, Tortola		
State/Country:	BRITISH VIRGIN ISLANDS		
Entity Type:	COMPANY: BRITISH VIRGIN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78766305	FITFLOP	
CORRESPONDENCE DATA			
Fax Number:	(212)813-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-5900		
Email:	anicolescu@fzlj.com		
Correspondent Name:	J. ALLISON STRICKLAND		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	KILG 07/11036		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

CH \$40.00 78766305

Address Line 4:

NAME OF SUBMITTER:

J. Allison Strickland

Signature:

/anca nicolescu/

Date:

12/18/2007

Total Attachments: 4

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A-1.1

DATED 7TH DAY OF MARCH 2006

TRADE MARK ASSIGNMENT (U.S.)

between

MARCIA KILGORE

and

BRANDHANDLING INTERNATIONAL LIMITED

This Assignment is dated 7th day of March 2006

BETWEEN

- (1) **MARCIA KILGORE** of First Floor, 56 Queens Gate, South Kensington, SW7 5JW, London, United Kingdom ("**Assignor**"); and
- (2) **BRANDHANDLING INTERNATIONAL LIMITED** a company registered in the British Virgin Isles with company number 1002162, whose registered office is at Suite 6S, Mill Mall, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands ("**Assignee**").

BACKGROUND

- (A) The Assignor is the proprietor of the trade marks registered or the subject of applications for registration in the United States of America listed in the Schedule ("**Trade Marks**").
- (B) The Assignor has agreed to assign all its rights in and to the Trade Marks to the Assignee on the terms set out below.

AGREED TERMS

1. ASSIGNMENT

In consideration of the sum of £1 exclusive of value added tax paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns to the Assignee absolutely:

- (i) the Trade Marks and all and any rights in and to the Trade Marks;
- (ii) including the benefit of the applications for registration with the intention that, when the applications are granted the registrations shall vest in the Assignee; and
- (iii) any common law rights, unregistered rights and all the goodwill attaching to the Trade Marks.

2. PROCEEDINGS

- 2.1 This assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks).
- 2.2 The Assignor agrees and undertakes to provide the Assignee (at its request) with all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks.

3. **FURTHER ASSURANCE**

The Assignor shall at the cost and expense of the Assignee do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time reasonably require in order to give the Assignee the full benefit of this agreement.


4. **GOVERNING LAW AND JURISDICTION**

4.1 Subject to clause 4.2 this agreement shall be governed by and construed in accordance with the law of England and Wales, and each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.

4.2 The parties agree to submit to the appropriate federal or national laws and/or courts of the United States of America or a particular State where this is necessary to give best effect to this Assignment.

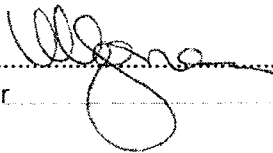
This Assignment has been executed by or on behalf of the parties on the date first above written.

Signed by **MARCIA KILGORE**
for and on behalf of herself



Signed by

KAREN LESLEY JONES
for and on behalf of **BRANDHANDLING
INTERNATIONAL LIMITED**


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Director

SCHEDULE OF TRADE MARKS

1. U.S. TRADE MARK APPLICATIONS

TM Number	Mark Text	Date	Classes
78687407	A GREAT KISSER	08.08.2005	03
78687422	A SLAP IN THE FACE MASK	08.08.2005	03
78650613	ANY WHICH WAY YOU WANNA WAX		03
78651155	BEARD SCIENCE		03
78667157	CATCH A WRINKLE IN TIME	11.07.2005	03
78712425	COLORFILL	14.09.2005	03
78664185	FINISH LINES	06.07.2005	03
78766305	FIT FLOP	05.12.2005	03
78737681	FOAM CALL	21.10.2005	03
78667154	HAIR TRAFFIC CONTROL		03
	Redacted		
78687481	HELLO HANDSOME	08.08.2005	03
78696268	INSTRUCTIONS FOR YOUTH	19.08.2005	03
	Redacted		
78666609	MR. HIDE	08.07.2005	03
78688243	ONE NIGHT TANNED	16.12.2005	03
78667156	OUT DAMNED SPOT	11.07.2005	
78640891	PHAT LIPS	01.06.2005	03
78641791	SCIENCE FRICTION	02.06.2005	03
78651159	SELF MADE MANICURE	15.06.2005	03
78650606	SELF MADE TAN	14.06.2005	03
78688254	SEXY MOTHER PUCKER	09.08.2005	03
78654787	SLIMWEAR	21.06.2006	03
78688977	SOME LIKE IT HOT	09.08.2005	03
78659974	SUPER EYES SUPER EYES	28.06.2005	03
78715336	SUPERFILL	19.09.2005	03
78633039	THE FATCH	19.05.2005	03
78696769	THE SCRUB MACHINE	19.08.2005	03
78666064	THE SCRUB OF YOUR LIFE	08.07.2005	03
78688282	WONDERFILL	09.08.2005	03
78633016	SOAP & GLORY (TEXT)	19.05.2005	03
78626472	BRANDHANDLING		