

**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
REGENT INTERNATIONAL CORPORATION		03/17/2008	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	Regent-Sutton, LLC
Street Address:	1411 Broadway
Internal Address:	8th Floor
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1012256	JASON MAXWELL
Registration Number:	1569721	I.B. DIFFUSION
Registration Number:	1609186	JUMP AHEAD
Registration Number:	1834695	CINDY JORDAN
Registration Number:	2228671	PAPOOSE ORIGINALS
Registration Number:	2366013	COLLEGE STREET
Registration Number:	2934997	FRESH
Registration Number:	3017738	JM ATTITUDE

**CORRESPONDENCE DATA**

Fax Number: (212)391-4556  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 730-1900  
 Email: mleve@ssghlaw.com

OP \$215.00 1012256

Correspondent Name: Marc D. Leve  
Address Line 1: Silverberg Stonehill Goldsmith & Haber  
Address Line 2: 111 West 40th Street, 33rd Floor  
Address Line 4: NEW YORK, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	10703.06 - REGENT
NAME OF SUBMITTER:	Marc D. Leve
Signature:	/Marc D. Leve/
Date:	03/20/2008

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Assignment ("Assignment"), effective as of the 17th day of March, 2008 (the "Effective Date"), is by and between REGENT INTERNATIONAL CORPORATION, a New York Corporation ("Assignor") with offices at 1411 Broadway, 7th Floor, New York, New York 10018, and REGENT-SUTTON, L.L.C, a New York limited liability company ("Assignee") with offices at 1411 Broadway, 8<sup>th</sup> Floor, New York, New York 10018.

**WHEREAS**, Assignor owns the statutory and common law rights in the trademark registrations and applications in the United States of America specifically listed on Exhibit A attached hereto (hereinafter collectively referred to as the "Trademarks"); and

**WHEREAS**, Assignee desires to acquire, and Assignor desires to transfer to Assignee, the entire right, title and interest in the Trademarks and the goodwill associated therewith; and

**WHEREAS**, Assignor and Assignee have previously entered into that certain Asset Purchase Agreement dated March 17, 2008 (the "Asset Purchase Agreement"), for the acquisition by Assignor of the Trademarks and the goodwill associated therewith.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which parties acknowledged:

1. Assignor hereby assigns, transfers and conveys to Assignee and its successors, heirs and assigns, all of its right, title and interest in and to the Trademarks including (i) any and all of Assignor's rights in the Trademarks, any renewal rights thereto and any registrations therefor, and (ii) any goodwill related to the Trademarks and to the business associated therewith and represented thereby, and (iii) any and all causes of action arising under the Trademarks and the rights assigned under this Assignment that may have arisen prior to the date this Assignment was executed.
2. Assignor hereby authorizes and requests any and all officials throughout the world whose duty it is to register and record ownership in the Trademarks, including the United States Patent and Trademark Office, to record Assignee as the Assignee and owner of any and all of Assignor's rights in the Trademarks.
3. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines may be necessary or appropriate, or that may be required under federal, state or foreign law, to perfect Assignee's ownership of any intellectual property rights in the Trademarks, provided that Assignee shall pay all reasonable costs associated therewith.

4. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. This Assignment and the Asset Purchase Agreement contain the complete and exclusive understanding between the parties relating to its subject.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal as of this 17<sup>th</sup> day of March, 2008.

REGENT INTERNATIONAL CORPORATION

By: 

Name: Michael Shweky

Title: Vice President

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On the 17<sup>th</sup> day of March 2008, before me, the undersigned, a notary public in and for said state, personally appeared Michael Shweky, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
NOTARY PUBLIC

Jonah Goldschmidt  
Notary Public, State of New York  
No. 01604822483  
Qualified in Kings County  
Commission Expires January 31, 2011

Trademark Assignment  
Signature Page

**TRADEMARK**  
**REEL: 003744 FRAME: 0482**

**EXHIBIT A**

Trademarks of Regent International Corporation				
<u>Serial Number</u>	<u>Reg. Number</u>	<u>Issue Date</u>	<u>Word Mark</u>	<u>Live/Dead</u>
73006846	1012256		JASON MAXWELL	LIVE
73682311	1569721		I.B. DIFFUSION	LIVE
74006999	1609186		JUMP AHEAD	LIVE
74271186	1834695		CINDY JORDAN	LIVE
75445933	2228671		PAPOOSE ORIGINALS	LIVE
75639402	2366013		COLLEGE STREET	LIVE
78379113	2934997		FRESH	LIVE
78480724	3017738		JM ATTITUDE	LIVE
75205530			JMX	DEAD
74246567			CIANELLI	DEAD
74245148			JACQUES RICHARD	DEAD
74106504	1687188		ROBIN & ME	DEAD
73666268	1495175		JENNIFER SCOTT	DEAD
73308705	1220981		CINDY JORDAN	DEAD
73308704			JACQUES RICHARDS	DEAD
72349387	0923674		CIANELLI	DEAD

Trademark Assignment  
Exhibit A

RECORDED: 03/20/2008

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REEL: 003744 FRAME: 0483