

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ST. Eve International, Inc.		03/14/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	RNA Holdings LLC
Street Address:	180 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2615326	NEW RECRUIT
Registration Number:	2345897	PILLOW TALK
Registration Number:	2854472	FAST ASLEEP
Registration Number:	2880122	PEAS & CARROTS
Registration Number:	2884934	LIVE LOVE LOUNGE
Registration Number:	2947273	PAJOHNIES
Registration Number:	1290132	MS. EVE
Registration Number:	1889337	ECO-NATURALS
Registration Number:	1375960	INTIMATE EVE
Registration Number:	1378156	ST. EVE
Registration Number:	1998430	INVISIBLES BY ST. EVE
Serial Number:	78956891	OOPSIE;)
Serial Number:	77020822	UNDER ACHIEVERS

CORRESPONDENCE DATA	TRADEMARK
900102813	REEL: 003748 FRAME: 0689

OP \$340.00 2615326

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Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	33102
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/28/2008

Total Attachments: 5
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment"), effective as of the 14th day of March 2008 (the "Effective Date")

WITNESSETH THAT:

WHEREAS, St. Eve International, Inc., a New York corporation, having its mailing address at 180 Madison Avenue, New York, New York 10016, ("Assignor") is the owner of all right, title and interest in and to the trademark registrations set forth on Exhibit 1 (the "Trademarks"), which Trademarks include the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and RNA Holdings, LLC, a Delaware limited liability company, having its principal place of business at 180 Madison Avenue, New York, New York 10016 ("Assignee") are executing an Asset Purchase Agreement calling for the execution and delivery of this Assignment and for the transfer by Assignor to Assignee of all of Assignor's right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged Assignor hereby sells, assigns, transfers and otherwise conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registration included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademark of the United States and other empowered officials of the United States Patent and Trademark Office and officials in any applicable jurisdictions outside the United States to record the transfer of the registrations set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary at any time now or in the future to effect and/or perfect this assignment or to confirm Assignee's ownership of the Trademarks.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks as of the Effective Date.

“ASSIGNOR”

ST.EVE INTERNATIONAL, INC.

By: *Stephen Demekos*

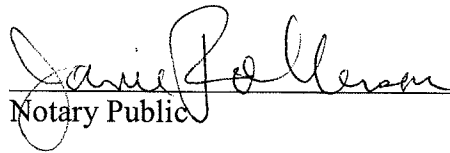
Name: *Stephen Demekos*

Title: *Chief Operating Officer*

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

On this 11 day of March, 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared Stephen Penikas, known by me to be the person of the above name and an officer of St. Eve International, Inc., duly authorized to execute this Assignment on behalf of St. Eve International, Inc., and who signed and executed the foregoing instrument on behalf of St. Eve International, Inc.

Given under my hand and seal of office this 11 day of March, 2008.



Notary Public

My commission expires:

JANIE ROLLERSON
Notary Public, State of New York
No. 01906100454
Qualified in Queens County
Commission Expires October 20, 2011

Exhibit 1

REGISTERED TRADEMARKS

TRADEMARK COUNTRY REGISTRATION NO. REGISTRATION DATE

New Recruit	USA	2,615,326	September 3, 2002
Pillow Talk	USA	2,345,897	April 25, 2000
Fast Asleep	USA	2,854,472	June 15, 2004
Peas & Carrots	USA	2,880,122	August 31, 2004
Live Love Lounge (and Design)	USA	2,884,934	September 14, 2004
Pajohnies	USA	2,947,273	May 10, 2005
Ms. Eve (stylized)	USA	1,290,132	August 14, 1984
Eco-Naturals	USA	1,889,337	April 11, 1995
Intimate Eve (stylized)	USA	1,375,960	December 17, 1985
St. Eve (stylized)	USA	1,378,156	January 14, 1986
Invisibles By St. Eve	USA	1,998,430	September 3, 1996

TRADEMARKS APPLICATIONS

TRADEMARK COUNTRY SERIAL NO. FILED DATE

Oopsie;)	USA	78/956,891	August 21, 2006
Under Achievers	USA	77/020,822	October 13, 2006