

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK ASSIGNMENT AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SHANE HUNTER, INC.		04/15/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SHANE HUNTER, LLC		
<b>Street Address:</b>	1013 S. Los Angeles Street, 10th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90015		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77370654	AQUA BLUES	
<b>Serial Number:</b>	77299329	CHERISA	
<b>Registration Number:</b>	2534690	AQUA BLUES	
<b>Registration Number:</b>	1769363	AQUA BLUES	
<b>Registration Number:</b>	1586888	DAVID WAYNE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)630-5667		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	trademark@buchalter.com		
<b>Correspondent Name:</b>	Matthew Solmon, Esq.		
<b>Address Line 1:</b>	1000 Wilshire Blvd., Suite 1500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	S7799-0001		
<b>NAME OF SUBMITTER:</b>	Matthew Solmon		

**CH \$140.00 77370654**

Signature:

/Matthew Solmon/

Date:

04/16/2008

Total Attachments: 5

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## TRADEMARK ASSIGNMENT AGREEMENT

Trademark Assignment Agreement ("Trademark Assignment"), dated as of April 15, 2008, by and between Shane Hunter, LLC, a California limited liability company ("Assignee"), and Shane Hunter, Inc., a Delaware corporation ("Assignor").

WHEREAS, Assignor owns the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks and service marks (collectively, the "Trademarks");

WHEREAS, Assignee and Assignor, among others, are parties to that certain Asset Purchase Agreement, dated as of April 15, 2008 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, transfer and assign to Assignee the Assets (as defined in the Purchase Agreement) and all of its right, title and interest therein including, without limitation, the Trademarks; and

WHEREAS, the parties wish to execute and deliver this Trademark Assignment for the purpose of assigning the Trademarks from Assignor to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks throughout the world, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof. Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

*[Signature page follows.]*

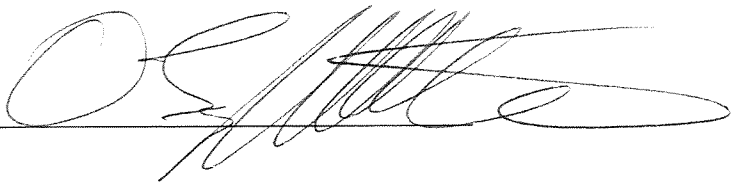


IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first above written.

SHANE HUNTER, INC.

By: \_\_\_\_\_  
Name:  
Title:

SHANE HUNTER, LLC

By:   
Name:  
Title:

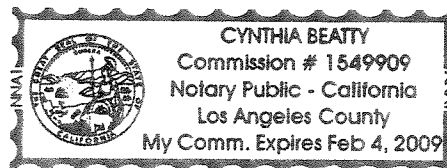
STATE OF California )  
 ) ss:  
COUNTY OF Los Angeles )

On this 24<sup>th</sup> day of March, 2008, before me, Cynthia Beatty, Notary Public personally appeared Agnes Sudo-hyan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cynthia Beatty (Seal)



**SCHEDULE A**

<b>Country</b>	<b>Trademark</b>	<b>Registration/(Application) No.</b>	<b>Issue/(Application) Date</b>	<b>Owner</b>
U.S.	AQUA BLUES	(77/370,654)	(1/14/08)	Shane Hunter, Inc.
U.S.	CHERISA	(77/299,329)	(10/9/07)	Shane Hunter, Inc.  (pending abandonment)
U.S.	AQUA BLUES	2,534,690	1/29/02	Shane Hunter, Inc.  (pending cancellation)
U.S.	AQUA BLUES	1,769,363	5/4/93	Shane Hunter, Inc.
U.S.	DAVID WAYNE and Design	1,586,888	3/13/90	Shane Hunter, Inc.
China	AQUA BLUES	(5400405)	(6/6/06)	Shane Hunter, Inc.
El Salvador	AQUA BLUES	161 Book 79	2/5/07	Shane Hunter, Inc.
Vietnam	AQUA BLUES	(4-2006-09258)	(6/14/06)	Shane Hunter, Inc.