

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
HIGHWAY ONE CALIFORNIA		10/08/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CROSCILL, INC.		
Street Address:	261 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77250063	HIGHWAY ONE CALIFORNIA	
CORRESPONDENCE DATA			
Fax Number:	(212)554-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 554-7868		
Email:	ecorradino@mosessinger.com,pboisson@mosessinger.com		
Correspondent Name:	Elizabeth A. Corradino, Esq.		
Address Line 1:	405 Lexington Avenue		
Address Line 2:	Moses & Singer LLP		
Address Line 4:	New York, NEW YORK 10174-1299		
ATTORNEY DOCKET NUMBER:	05594-162-62		
NAME OF SUBMITTER:	Patrick Boisson		
Signature:	/pboisson/		
Date:	10/08/2008		

CH \$40.00 77250063

Total Attachments: 1
source=HIGHWAY ONE CALIFORNIA assignment#page1.tif

TRADEMARK ASSIGNMENT

WHEREAS, Highway One California, Inc., a California corporation ("Assignor"), having a place of business at 83 Calvert Street, Harrison, New York 10528, is the owner of the pending application to register "HIGHWAY ONE CALIFORNIA," Serial No. 77/250063, filed with the United States Patent and Trademark Office on August 8, 2007 (the "Mark");

WHEREAS, Croscill, Inc., a New York Corporation ("Assignee"), having a place of business at 261 Fifth Avenue, New York, New York 10016, is desirous of acquiring all right, title and interest in and to the Mark, as well as those portions of the business of Assignor to which the Mark pertains, which are ongoing and existing.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Mark, together with all of the goodwill of the business, or portion thereof, to which the Mark pertains, which are ongoing and existing, with the right to sue and collect damages and/or profits for past infringements of the Mark, the intent hereof being to substitute Assignee in the place of Assignor.

Assignor authorizes the Commissioner of Patents and Trademarks of the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment. Assignor further agrees to execute such further documents or instruments as may be reasonably required to effectuate the intent and purpose of this Assignment.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed as of this 8th day of October, 2008.

HIGHWAY ONE CALIFORNIA, INC

By:

Name:
Title:

Douglas J. Katz
Douglas Katz
CEO