

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
William A. Robb		12/04/2008	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Leg Avenue, Inc.		
<b>Street Address:</b>	19601 East Walnut Drive South		
<b>City:</b>	City of Industry		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91748		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3200662	SEXY MANNEQUIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(626)737-1139		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6265811273		
<b>Email:</b>	dschnider@legavenue.com		
<b>Correspondent Name:</b>	David Schnider		
<b>Address Line 1:</b>	19601 East Walnut Drive South		
<b>Address Line 4:</b>	City of Industry, CALIFORNIA 91748		
<b>ATTORNEY DOCKET NUMBER:</b>	SEXY MANNEQUIN ASSIGNMENT		
<b>NAME OF SUBMITTER:</b>	David A. Schnider		
<b>Signature:</b>	/David Schnider/		
<b>Date:</b>	12/04/2008		

CH \$40.00 3200662

**Total Attachments: 4**

source=Sexy Mannequin Assignment#page1.tif

source=Sexy Mannequin Assignment#page2.tif

source=Sexy Mannequin Assignment#page3.tif

source=Sexy Mannequin Assignment#page4.tif

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the "Agreement") is entered into by and between Leg Avenue, Inc., a California corporation located at 19601 East Walnut Drive South, City of Industry, CA 91748 ("Leg Avenue"), and William A. Robb dba Sexy Mannequin, a California sole proprietorship located at ~~249 W. Victoria Street, Gardena, CA 90248~~ ("Robb") for the assignment of the registered trademark "Sexy Mannequin" and the goodwill associated therewith.

M.T  
1900  
East  
Ocean Blvd  
#302  
LB, CA 90802

**RECITALS**

A. Whereas, Robb is the owner of the registered trademark SEXY MANNEQUIN as used in connection with mannequins for display purposes (the "Mark"). Robb began using the Mark on March 1, 2005 and first used it in commerce on April 1, 2005. Robb obtained federal registration for the Mark on January 23, 2007, registration number 3200662 (the "Registration"). Robb has used the Mark in commerce continuously since he obtained the Registration;

B. Whereas, Leg Avenue seeks to acquire the Mark, the Registration, and all the goodwill associated therewith for the purpose of continuing their use in connection with display mannequins;

C. Whereas, Robb agrees to assign the Mark, the Registration, and all the goodwill associated therewith to Leg Avenue in exchange for good and valuable consideration;

Now, therefore, the parties agree as follows:

**AGREEMENTS**

**ARTICLE 1 EFFECTIVE DATE**

1.1 This agreement is effective as of the last date on which it is executed by either of the parties below.

**ARTICLE 2 PAYMENT**

2.1 Leg Avenue shall pay Robb ten thousand dollars (\$10,000.00) upon execution of this agreement.

**ARTICLE 3 ASSIGNMENT OF TRADEMARKS**

3.1 Robb hereby sells, assigns, and transfers to Leg Avenue, its successors and assigns, the entire right, title, and interest in and to the Mark, the Registration, and all goodwill associated therewith.

3.2 Robb agrees to reasonably assist Leg Avenue in recording this assignment of the Registration with the United States Patent and Trademark Office. Leg Avenue shall be solely responsible for the registration fees for such recordation.

3.3 Robb agrees to make commercially reasonable efforts to assist Leg Avenue in transferring the goodwill associated with the Mark and the Registration and to assist Leg Avenue in enforcing the rights assigned by the Agreement as against any third parties.

3.4 Robb's obligations under Sections 3.2 and 3.3 shall be to cooperate with reasonable requests made by Leg Avenue, provided that Robb shall have no obligation to expend funds for such purposes.

#### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

4.1 Robb represents and warrants as follows:

4.1.1 Robb owns the Mark and the Registration.

4.1.2 Robb has not transferred or assigned any of his rights to the Mark or the Registration to any other person or entity.

4.1.3 Robb is not aware of any pending litigation or other disputes arising from or relating to the Mark or the Registration.

4.1.4 Robb is not aware of any encumbrances or secured interests existing against the Mark or the Registration.

4.1.5 Robb has had an opportunity to fully review this Agreement and consult counsel and is duly authorized to enter into the Agreement.

4.2 Leg Avenue represents and warrants as follows:

4.2.1 Leg Avenue acknowledges and agrees that, except as provided in Section 4.1, above, Robb's transfer and assignment hereunder is without any other express or implied representation or warranty by Robb.

4.2.2 Leg Avenue has had an opportunity to fully review this Agreement and consult counsel and is duly authorized to enter into the Agreement.

#### **ARTICLE 5 RELEASE**

5.1 In consideration of the payment set forth in section 2.1 above, Robb releases any claims he may have against Leg Avenue, its agents, predecessors, successors, or assigns, arising from any use of the Mark at any time.

#### **ARTICLE 6 INDEMNITY**

6.1 Robb agrees to indemnify, defend and hold Leg Avenue, its shareholders, officers, directors, parents, subsidiaries, employees and agents, and the successors and assigns of

each of the foregoing, free and harmless from and against any and all demands, claims, actions, causes of action, lawsuits, judgments, costs, expenses and other liabilities of every nature, including attorneys' fees, arising from the breach or inaccuracy of any of Robb's representations, warrants, or covenants made herein.

6.2 Leg Avenue agrees to indemnify, defend and hold Robb, his employees and agents, and the heirs, devisees, legatees and assigns of each of the foregoing, free and harmless from and against any and all demands, claims, actions, causes of action, lawsuits, judgments, costs, expenses and other liabilities of every nature, including attorneys' fees, arising from the breach or inaccuracy of any of Leg Avenue's representations, warrants, or covenants made herein.

#### **ARTICLE 7 DOMAIN NAME**

7.1 Upon execution of this Agreement, Robb agrees to transfer all right, title and interest in and to the domain name [www.sexymannequin.com](http://www.sexymannequin.com) to Leg Avenue. Leg Avenue agrees to pay all domain name registration fees associated with such transfer.

#### **ARTICLE 8 GENERAL TERMS**

8.1 The Recitals to this Agreement are material and are incorporated and made a part hereof.

8.2 Any amendment or modification of this Agreement, or any waiver of its terms, must be written and signed by the parties.

8.3 This Agreement constitutes the entire and final agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, representations, promises and undertakings of any kind, whether oral or written.

8.4 This Agreement shall be binding upon and shall inure to the benefit of the parties and their representatives, successors, and assigns.

8.5 Except for the statements, representations, promises, and warranties stated in this Agreement, each party specifically does not rely upon any statement, representation, promise, or warranty of any other party in executing this Agreement.

8.6 The parties acknowledge that each of them has had an equal opportunity to participate in the drafting of this Agreement. Therefore, in any construction of this Agreement, the parties agree and understand that this Agreement shall not be construed against any party on the basis of authorship. This Agreement has been carefully read by, the contents hereof are known and understood by, and it is signed freely by each party. All persons and entities signing this Agreement have read this Agreement and are fully aware of, and fully understand, all of its content and legal affect.

8.7 No action taken by either party pursuant to this Agreement, and no waiver by either party, whether express or implied, of any provision or right in this Agreement or any breach thereof, and no failure of either party to exercise or enforce any of its rights under this

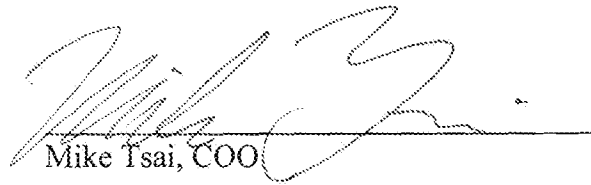
Agreement, will constitute a continuing waiver with respect to such provision or right or a breach or waiver or any other provision or right, whether or not similar.

8.8 This Agreement shall be governed by and construed under and in accordance with the laws of the State of California. In the event of any such dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

8.9 This Agreement may be executed in one or more counterparts, and by facsimile transmission, each copy of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

Dated: December 4, 2008

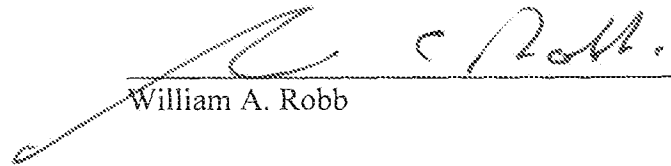
Leg Avenue, Inc.



Mike Tsai, COO

Dated: December 4, 2008

William A. Robb dba Sexy Mannequin



William A. Robb