

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Newport Sportswear, LLC | | 11/01/2008 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Blue Vintage LLC | | |
| Street Address: | PO Box 6218 | | |
| City: | Huntington Beach | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92615 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78182916 | JAMAICA JAXX | |
| Serial Number: | 78979753 | SEVEN PALM BRAND | |
| Serial Number: | 78969485 | SEVEN PALM BRAND | |
| Serial Number: | 77171344 | MYNT STAR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (213)630-5745 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 213-891-5031 | | |
| Email: | trademark@buchalter.com | | |
| Correspondent Name: | Jessie K. Reider, Buchalter Nemer | | |
| Address Line 1: | 1000 Wilshire Blvd., Suite 1500 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90017 | | |
| ATTORNEY DOCKET NUMBER: | N3942-5001 | | |
| NAME OF SUBMITTER: | Jessie K. Reider | | |

CH \$115.00 78182916

900124720

TRADEMARK
REEL: 003919 FRAME: 0545

Signature:

/jkr/

Date:

01/14/2009

Total Attachments: 3

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Exhibit "B"

Trademark Assignment

This Trademark Assignment Agreement (this "Agreement") is entered into as of this ____ day of November, 2008 (the "Effective Date") by and between Newport Sportswear, LLC California limited liability company ("Assignor"), and Blue Vintage LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into a certain Purchase Agreement dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, Assignor has agreed to transfer, sell and assign to the Assignee all right, title and interest in and to the marks and/or trade names set forth on Schedule A hereto, together with the goodwill of the businesses associated therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all right, title, and interest in and to the Trademarks.
2. Rights and Privileges. All rights and privileges, including without limitation the right to sue for and receive all damages from future infringements of the Trademarks, shall be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. The Assignor agrees to execute and deliver at any future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Trademarks.
4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Trademarks.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the terms and conditions set forth in Section 6.6 of the Purchase Agreement.
6. Defined Terms. Any defined term not specifically defined herein shall have the meaning specified in the Purchase Agreement.
7. Integration. This Agreement, together with the Purchase Agreement and its exhibits and schedules, represents the entire agreement and understanding between the parties concerning the subject matter hereof, and may not be amended except by the written agreement of the parties.
8. Counterparts. This Agreement may be executed in two or more counterparts, which may be facsimile counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.


[signature page follows]

SCHEDULE A

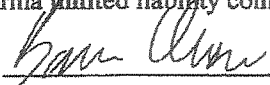
1. JAMAICA JAXX
2. SEVEN PALM BRAND
3. MYNT STAR

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

NEWPORT SPORTSWEAR, LLC
a California limited liability company

By: 
Name: F.M. Spivack
Title: newport

BLUE VINTAGE LLC
a California limited liability company

By: 
Name: _____
Title: CEO