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
Polyco Holdings Limited		01/21/2009	British Virgin Islands Company: BRITISH VIRGIN ISLANDS

RECEIVING PARTY DATA

Name:	Fugoo, LLC
Street Address:	909 N Sepulveda Blvd
Internal Address:	Suite 540
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77474438	EVERYWARE
Serial Number:	77474450	ANYWARE

CORRESPONDENCE DATA

(215)988-2757 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

215-988-1114 Phone:

Email: edward.behm@dbr.com

Correspondent Name: Drinker Biddle & Reath LLP By: Edward F.

Address Line 1: 18th & Cherry Streets Address Line 2: One Logan Square

Philadelphia, PENNSYLVANIA 19103 Address Line 4:

ATTORNEY DOCKET NUMBER:	432738	
NAME OF SUBMITTER:	Edward F. Behm, Jr.	ADEMARK

900126170 **REEL: 003929 FRAME: 0313**

Signature:	/efb/
Date:	02/03/2009
Total Attachments: 3 source=Assignment B#page1.tif source=Assignment B#page2.tif source=Assignment B#page3.tif	

TRADEMARK REEL: 003929 FRAME: 0314

ASSIGNMENT AGREEMENT

This Assignment Agreement, effective January 1, 2009 ("Effective Date") by and between Polyco Holdings Limited, a British Virgin Islands company located in Road Town, Tortola, BVI (the "Assignor"), and Fugoo, LLC, a California limited partnership company located in El Segundo, California (the "Assignee");

WITNESSETH THAT:

WHEREAS, Assignor has filed in the United States Patent and Trademark Office applications for certain marks identified in Exhibit A and is the owner of all right, title and interest in and to various trademark and service mark applications identified in Exhibit A, together with any or all of the goodwill associated with each of the marks (collectively "Trademark Rights");

WHEREAS, Assignee desires to acquire and has acquired the Trademark Rights, as well as all the goodwill of the business in connection with which such Trademark Rights have been used; and

WHEREAS, the parties wish to acknowledge this assignment and memorialize same herein.

NOW THEREFOR, in consideration of the premises and promises set forth herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

- 1. Assignor hereby acknowledges and confirms that as of the Effective Date, Assignor sold, assigned, and transferred to Assignee the Assignor's entire right, title and interest in and to the Trademark Rights, including but not limited to, the goodwill associated with each of the marks in connection with which the Trademark Rights have been used, as well as any and all past, present and future causes in action related to the Trademark Rights, the Trademark Rights to be held and enjoyed by the Assignee for its own use and on its own behalf, and to inure to the benefit of Assignee, its successors and assigns, for the full extent of the terms and any renewals thereof, and thereafter, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment Agreement not been executed and such assignment, sale and transfer had not been made.
- 2. The validity, performance, construction and effect of this Assignment Agreement shall be governed by the laws of the State of California.
- 3. This Assignment Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Assignment Agreement. Assignee agrees to take such action as is necessary to consummate this Assignment Agreement.

TRADEMARK REEL: 003929 FRAME: 0315 IN WITNESS THEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

POLYCO HOLDINGS LIMITED	FUGOO, LLC
By:	By:
Name:	Name:
Title:	Title:

EXHIBIT A

U.S. TRADEMARK AND SERVICE MARK REGISTRATIONS

Trademark	Serial No.	Filing Date
EVERYWARE (word mark)	77/474,438	5/14/08
ANYWARE (word mark)	77/474,450	5/14/08

consider 30, 3059 \pm 36, 266 C-1

PRID/ 729985.1 RECORDED: 02/03/2009 TRADEMARK

REEL: 003929 FRAME: 0317