

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
Urban Decay Cosmetics LLC		03/17/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Hard Candy, LLC
Street Address:	6100 Hollywood Blvd. 7th Floor
City:	Hollywood
State/Country:	FLORIDA
Postal Code:	33024
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	76638919	A BLING IS FOREVER BY HARD CANDY
Serial Number:	78678575	BLING
Serial Number:	78678585	BLING CANDY
Serial Number:	76638918	BLING CANDY BY HARD CANDY
Registration Number:	2177733	
Serial Number:	77511318	HARD CANDY
Serial Number:	77551700	HARD CANDY
Serial Number:	77551710	HARD CANDY
Registration Number:	2666792	HARD CANDY
Registration Number:	1987262	HARD CANDY
Registration Number:	2343732	HARD CANDY
Registration Number:	2552029	HARD CANDY
Registration Number:	2362340	HARD CANDY
Serial Number:	77511309	HARD CANDY

CH \$640.00 76638919

Registration Number:	2150397	HARD CANDY
Registration Number:	2666793	HARD CANDY
Registration Number:	2567186	HARD CANDY
Serial Number:	77551806	HARD CANDY
Serial Number:	78678571	HARD CANDY BLING
Registration Number:	2360102	HC
Serial Number:	77552278	HC
Registration Number:	2059480	HC
Serial Number:	76638920	LICK BY HARD CANDY
Serial Number:	77551713	LIQUID HARD CANDY
Registration Number:	2848210	LIQUID HARD CANDY

CORRESPONDENCE DATA

Fax Number: (305)961-5812
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3055790812
Email: mrv@gtlaw.com
Correspondent Name: Greenberg Traurig Attn: Manuel Valcarcel
Address Line 1: 1221 Brickell Avenue
Address Line 4: Miami, FLORIDA 33131

ATTORNEY DOCKET NUMBER:	063156.010101
NAME OF SUBMITTER:	Manuel Valcarcel, Esq.
Signature:	/manuel valcarcel/
Date:	03/20/2009

Total Attachments: 11
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is delivered effective as of this 17 day of March, 2009 ("Effective Date") by Urban Decay Cosmetics LLC, a Delaware limited liability company, having an address of 833 West 16 Street, Newport Beach, CA 92663 ("Assignor"), to and in favor of Hard Candy, LLC, a Florida limited liability company, with its principal office at 6100 Hollywood Blvd., 7th Floor, Hollywood, Florida 33024 ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution Agreement dated as of March 17, 2009 (the "Contribution Agreement"); and

WHEREAS, pursuant to the Contribution Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in any and all jurisdictions throughout the world in and to all of the "Intangibles" (as said term is defined in the Contribution Agreement), including, without limitation, all rights worldwide with respect to the HARD CANDY brand and related marks, including variations and derivatives thereof, corporate names, domain names, fictitious names, trade names, brand names, logos, trade dress, symbols, slogans or other designations, including but not limited to those identified on Exhibit C to this Agreement, together with all good will of the business connected with the use of and symbolized by same, and applications, registrations and renewals in connection therewith and including all common law rights (and for avoidance of doubt, with respect to intent to use applications, together with the business of Assignee, or portion thereof, to which the marks pertain, which business is ongoing and existing) (all of the foregoing collectively hereinafter referred to as the "Trademarks").

NOW, THEREFORE, for \$10.00 (US) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Trademarks for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding officer, entity or agency in any applicable foreign country, to record, as applicable, Assignee as the Assignee and owner of the Trademarks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire rights, title and interest in and to the Trademarks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances of any kind; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith. Assignor shall indemnify, defend and hold Assignee harmless from and against any liability, claim or other obligation (including but not limited to any attorneys fees, court costs or other expenses) incurred by or made against Assignee resulting from the breach of any of the foregoing representations and warranties.

Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining by Assignee any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

ASSIGNOR:

URBAN DECAY COSMETICS LLC, a Delaware limited liability company

By: [Signature]

Name: Simon Falic

Title: Manager

STATE OF FLORIDA)

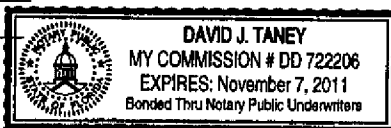
SS:

COUNTY OF BROWARD)

The foregoing Assignment was acknowledged before me this 17 day of March, 2009 by Simon Falic, the Manager of Urban Decay Cosmetics LLC, a Delaware limited liability company. He is personally known to me or has produced _____ as identification.

Notary: [Signature]

Print Name: _____



[NOTARIAL SEAL]

Notary Public, State of _____

My commission expires: _____

ASSIGNEE:

HARD CANDY, LLC, a Florida
limited liability company

By: *[Signature]*

Name: Jerome Falic

Title: Manager

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

SS:

The foregoing Assignment was acknowledged before me this 17 day of March,
2009 by Jerome Falic, the Manager of Hard Candy, LLC, a Florida
limited liability company. He is personally known to me or has produced _____
as identification.

Notary: *[Signature]*
Print Name: _____

[NOTARIAL SEAL]
Notary Public, State of _____
My commission expires: _____

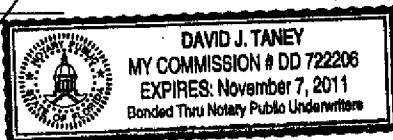


Exhibit "C"

Trademark Report by Mark

TRADEMARK: DOCKET ID	COUNTRY/STATE	STATUS	SUB STATUS	INT'L CLASS (ES)	APP. NO	REG. NO.
Client: Urban Decay Cosmetics, LLC						
A BLING IS FOREVER BY HARD CANDY	063156-010101-US/48	United States of America	Pending	Allowed	3	76/638,919
BLING	063156-010101-US/45	United States of America	Pending	Suspended	3	76/678,575
BLING CANDY	063156-010101-US/88	United States of America	Pending	Suspended	3	78/678,585
BLING CANDY BY HARD CANDY	063156-010101-US/46	United States of America	Pending	Allowed	3	76/638,918
CANDY BOY	063156-010101-EU/1	European Union	Registered		3, 25	504407 504407
CANDY GIRL	063156-010101-EU/2	European Union	Registered		3, 25	504431 504431
DESIGN (Bottle & Ring - Version 1)	063156-010101-US/2	United States of America	Registered		3	74/726,810 2,177,733
DESIGN (Bottle & Ring - Version 2)	063156-010101-EU/16	European Union	Registered		3	185330 185330
HARD CANDY	063156-010101-AR/2	Argentina	Registered		3	2,669,379 2,169,904
HARD CANDY	063156-010101-AR/3	Argentina	Pending	Awaiting examination	9	2,669,380
HARD CANDY	063156-010101-AR/4	Argentina	Pending	Awaiting examination	18	2,669,381
HARD CANDY	063156-010101-AR/5	Argentina	Pending	Awaiting examination	25	2,669,382
HARD CANDY	063156-010101-BH/1	Bahrain	Registered		3	47457 47457
HARD CANDY	063156-010101-BH/2	Bahrain	Registered		9	47458 47458
HARD CANDY	063156-010101-BH/3	Bahrain	Registered		18	47459 47459
HARD CANDY	063156-010101-BH/4	Bahrain	Registered		25	47460 47460
HARD CANDY	063156-010101-BR/2	Brazil	Pending		3	828353638
HARD CANDY	063156-010101-BR/3	Brazil	Registered		9	828353662 828353682
HARD CANDY	063156-010101-BR/4	Brazil	Registered		18	828353689 828353689
HARD CANDY	063156-010101-BR/5	Brazil	Pending	Published	25	828353727

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TRADEMARK: DOCKET ID	COUNTRY/STATE	STATUS	SUB STATUS	INT'L CLASS (ES)	APP. NO	REG. NO.
HARD CANDY 063156-010101-CL/2	Chile	Pending	Published	9	741.403	
HARD CANDY 063156-010101-CL/3	Chile	Registered		18	741.404	778.666
HARD CANDY 063156-010101-CL/4	Chile	Pending	Published	25	741.405	
HARD CANDY 063156-010101-CL/5	Chile	Registered		3	741.402	778.665
HARD CANDY 063156-010101-CN/2	China	Pending		3	7042142	
HARD CANDY 063156-010101-EG/1	Egypt	Pending		3	186383	
HARD CANDY 063156-010101-EG/2	Egypt	Pending		9	186384	
HARD CANDY 063156-010101-EG/4	Egypt	Pending		25	186386	
HARD CANDY 063156-010101-EG/7	Egypt	Pending		18	195733	
HARD CANDY 063156-010101-EU/11	European Union	Registered		3	186710	185710
HARD CANDY 063156-010101-EU/7	European Union	Registered		3, 9, 14	2056085	2055085
HARD CANDY 063156-010101-EU/8	European Union	Registered		9, 14, 25	504464	504464
HARD CANDY 063156-010101-HK/3	Hong Kong	Registered		3, 9, 18, 25	300176779	300176779
HARD CANDY 063156-010101-IN/3	India	Pending	Published	3, 9, 18, 25	1448271	
HARD CANDY 063156-010101-IR/1	Iran	Registered		3, 9, 18, 25	84110840	137027
HARD CANDY 063156-010101-IQ/1	Iraq	Registered		3, 9, 18, 25	48778	48778
HARD CANDY 063156-010101-JP/1	Japan	Registered		3	2001-5194	4544088
HARD CANDY 063156-010101-JP/3	Japan	Registered		18	Hei10-64156	4301369
HARD CANDY 063156-010101-JP/4	Japan	Registered		3	Hei8-25037	4008434
HARD CANDY 063156-010101-JP/6	Japan	Registered		9, 14, 25	Hei9-9112127	4233127
HARD CANDY 063156-010101-JO/1	Jordan	Registered		3	84882	84882

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TRADEMARK: DOCKET ID	COUNTRY/STATE	STATUS	SUB STATUS	INT'L CLASS (ES)	APP. NO	REG. NO.
HARD CANDY 063156-010101-JO/2	Jordan	Registered		9	85154	85154
HARD CANDY 063156-010101-JO/3	Jordan	Registered		18	85162	85162
HARD CANDY 063156-010101-JO/4	Jordan	Registered		25	85163	85163
HARD CANDY 063156-010101-KR/3	Korea (South)	Registered		3	40-2008-0009629	40-0727789
HARD CANDY 063156-010101-KR/4	Korea (South)	Registered		9, 18, 25	2004-0016077	0632454
HARD CANDY 063156-010101-KW/1	Kuwait	Registered		3	78723	66639
HARD CANDY 063156-010101-KW/2	Kuwait	Registered		8	78724	66640
HARD CANDY 063156-010101-KW/3	Kuwait	Registered		18	78725	66641
HARD CANDY 063156-010101-KW/4	Kuwait	Registered		25	78726	66642
HARD CANDY 063156-010101-LB/1	Lebanon	Registered		3, 9, 18, 25	n/a	97929
HARD CANDY 063156-010101-MY/1	Malaysia	Registered		3	2004/03793	04003793
HARD CANDY 063156-010101-MY/2	Malaysia	Registered		9	2004/03794	04003794
HARD CANDY 063156-010101-MY/3	Malaysia	Registered		18	2004/03795	04003795
HARD CANDY 063156-010101-MY/4	Malaysia	Registered		25	2004/03796	04003796
HARD CANDY 063156-010101-MX/1	Mexico	Registered		3	655545	838141
HARD CANDY 063156-010101-MX/2	Mexico	Registered		9	655547	838143
HARD CANDY 063156-010101-MX/3	Mexico	Registered		18	655546	838142
HARD CANDY 063156-010101-MX/4	Mexico	Registered		25	655548	838144
HARD CANDY 063156-010101-MR/2	Morocco	Registered		3, 9, 18, 25	91817	91817
HARD CANDY 063156-010101-OM/1	Oman	Registered		3	38836	38836
HARD CANDY 063156-010101-OM/2	Oman	Registered		9	38837	38837

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TRADEMARK: DOCKET ID	COUNTRY/STATE	STATUS	SUB STATUS	INT'L CLASS (ES)	APP. NO	REG. NO.
HARD CANDY 063156-010101-OM/3	Oman	Registered		18	38838	38838
HARD CANDY 063156-010101-OM/4	Oman	Registered		25	38839	38839
HARD CANDY 063156-010101-PH/4	Philippines	Pending	Allowed	3, 9, 18, 25	4-2007-012435	
HARD CANDY 063156-010101-QA/1	Qatar	Registered		3	32570	32570
HARD CANDY 063156-010101-QA/2	Qatar	Registered		9	32571	32571
HARD CANDY 063156-010101-QA/3	Qatar	Registered		18	32572	32572
HARD CANDY 063156-010101-QA/8	Qatar	Registered		25	32573	32573
HARD CANDY 063156-010101-SA/3	Saudi Arabia	Registered		3	105461	920/82
HARD CANDY 063156-010101-SA/4	Saudi Arabia	Registered		9	105462	920/83
HARD CANDY 063156-010101-SA/5	Saudi Arabia	Registered		18	105463	918/100
HARD CANDY 063156-010101-SA/6	Saudi Arabia	Registered		25	105464	933/70
HARD CANDY 063156-010101-SG/1	Singapore	Registered		3	T04/04131H	T04/04131H
HARD CANDY 063156-010101-SG/2	Singapore	Registered		9	T04/04132F	T04/04132F
HARD CANDY 063156-010101-SG/3	Singapore	Registered		18	T04/04133D	T04/04133D
HARD CANDY 063156-010101-SG/4	Singapore	Registered		25	T04/04134B	T04/04134B
HARD CANDY 063156-010101-SY/1	Syria	Not yet filed		3, 9, 18, 25	n/a	
HARD CANDY 063156-010101-TW/1	Taiwan	Pending		3	90002845	
HARD CANDY 063156-010101-TG/2	Tanzania	Registered		3, 9, 18, 25	31291	31291
HARD CANDY 063156-010101-TH/2	Thailand	Registered		9	550996	Kor212990
HARD CANDY 063156-010101-TH/3	Thailand	Registered		18	550997	Kor210424
HARD CANDY 063156-010101-TH/5	Thailand	Registered		25	555986	Kor211177

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TRADEMARK: DOCKET ID	COUNTRY/STATE	STATUS	SUB STATUS	INT'L CLASS (ES)	APP. NO	REG. NO.
HARD CANDY 063156-010101-TH/6	Thailand	Registered		3	555985	Kor226074
HARD CANDY 063156-010101-TN/2	Tunisia	Registered		3, 9, 18, 25	EE04.1044	EE04.1044
HARD CANDY 063156-010101-AE/4	United Arab Emirates	Registered		18	59863	50349
HARD CANDY 063156-010101-AE/5	United Arab Emirates	Registered		25	59864	50348
HARD CANDY 063156-010101-AE/7	United Arab Emirates	Registered		9	59862	50350
HARD CANDY 063156-010101-AE/8	United Arab Emirates	Registered		3	59861	50351
HARD CANDY 063156-010101-US/135	United States of America	Pending		9	77/511,318	
HARD CANDY 063156-010101-US/140	United States of America	Pending		14	77/551,700	
HARD CANDY 063156-010101-US/141	United States of America	Pending		9	77/551,710	
HARD CANDY 063156-010101-US/5	United States of America	Registered		3	75/715,783	2,666,792
HARD CANDY 063156-010101-US/52	United States of America	Registered		3	74/724,256	1,987,262
HARD CANDY 063156-010101-US/6	United States of America	Registered		3	75/757,465	2,343,732
HARD CANDY 063156-010101-US/8	United States of America	Registered		3	76/095,863	2,552,029
HARD CANDY 063156-010101-VE/5	Venezuela	Registered		3	007182/2000	P230443
HARD CANDY 063156-010101-YE/1	Yemen	Registered		3	34754	29070
HARD CANDY 063156-010101-YE/2	Yemen	Registered		9	34755	29072
HARD CANDY 063156-010101-YE/3	Yemen	Registered		18	34756	29071
HARD CANDY 063156-010101-YE/4	Yemen	Registered		25	34757	29075
HARD CANDY & Design 063156-010101-AU/4	Australia	Registered		3	889736	889736
HARD CANDY & Design 063156-010101-EU/13	European Union	Registered		3, 9, 14	2056752	2056752
HARD CANDY & Design 063156-010101-JP/7	Japan	Registered		3	2001-28597	4583455

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TRADEMARK: DOCKET ID	COUNTRY/STATE	STATUS	SUB STATUS	INT'L CLASS (ES)	APP. NO	REG. NO.
HARD CANDY & Design 063156-010101-JP/9	Japan	Registered		3	2001-5193	4544087
HARD CANDY & Design 063156-010101-US/11	United States of America	Registered		3	75/793,774	2,362,340
HARD CANDY & Design 063156-010101-US/134	United States of America	Pending		14	77/511,309	
HARD CANDY & Design 063156-010101-US/14	United States of America	Registered		3	75/198,374	2,150,397
HARD CANDY & Design 063156-010101-US/33	United States of America	Registered		3	75/716,784	2,666,793
HARD CANDY & Design 063156-010101-US/55	United States of America	Registered		3	76/236,831	2,567,186
HARD CANDY & Device 063156-010101-EU/9	European Union	Registered		3	2184240	2184240
HARD CANDY (and heart design) 063156-010101-US/144	United States of America	Pending		9	77/551,806	
HARD CANDY (and heart design) 063156-010101-VE/6	Venezuela	Registered		16	016098/2000	P240200
HARD CANDY (and heart design) 063156-010101-VE/7	Venezuela	Registered		25	016099/2000	P240201
HARD CANDY (tradenname) 063156-010101-VE/4	Venezuela	Registered			016177/2000	N046508
HARD CANDY BLING 063156-010101-US/86	United States of America	Pending	Allowed	3	78/678,571	
HARD CANDY w/ Heart Outline Design 063156-010101-EU/12	European Union	Registered		3, 9, 14, 25	504506	504506
HARD CANDY w/ Heart Outline Design 063156-010101-JP/8	Japan	Registered		3, 9, 14, 25	Hei9-112128	4233128
HC & Design 063156-010101-EU/14	European Union	Registered		3, 9, 14, 25	504522	504522
HC & Design 063156-010101-JP/10	Japan	Registered		3, 9, 14, 25	Hei9-112129	4472194
HC & Design 063156-010101-US/104	United States of America	Registered		3	75/757,366	2,360,102
HC & Design 063156-010101-US/145	United States of America	Pending	Suspended	9	77/552,278	
HC & Design 063156-010101-US/20	United States of America	Registered		3	75/140,606	2,059,480
LICK BY HARD CANDY 063156-010101-US/47	United States of America	Pending	Published	3	76/638,920	
LIQUID HARD CANDY 063156-010101-US/142	United States of America	Pending	Published	3	77/551,713	

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TRADEMARK: DOCKET ID	COUNTRY/STATE	STATUS	SUB STATUS	INT'L CLASS (ES)	APP. NO	REG. NO.
LIQUID HARD CANDY & Design 063156-010101-AU/3	Australia	Registered		3	891119	891119
LIQUID HARD CANDY & Design 063156-010101-EU/4	European Union	Registered		3	2401206	2401206
LIQUID HARD CANDY & Design 063156-010101-JP/11	Japan	Registered		3	2001-91026	4604672
LIQUID HARD CANDY & Design 063156-010101-US/28	United States of America	Registered		3	76/347,170	2,848,210

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