

**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                         |
|-------------------------|----------|----------------|-------------------------------------|
| The Art of Shaving, LLC |          | 05/21/2009     | LIMITED LIABILITY COMPANY: DELAWARE |
| Eric Malka              |          | 05/21/2009     | INDIVIDUAL: UNITED STATES           |

**RECEIVING PARTY DATA**

|                 |                                     |
|-----------------|-------------------------------------|
| Name:           | TAOS Retail, LLC                    |
| Street Address: | 1301 NW 84th Avenue, Suite 101      |
| City:           | Miami                               |
| State/Country:  | FLORIDA                             |
| Postal Code:    | 33126                               |
| Entity Type:    | LIMITED LIABILITY COMPANY: DELAWARE |

**PROPERTY NUMBERS Total: 9**

| Property Type        | Number   | Word Mark                           |
|----------------------|----------|-------------------------------------|
| Serial Number:       | 78538054 | ONE GREAT SHAVE                     |
| Serial Number:       | 78401911 | THE 4 ELEMENTS OF THE PERFECT SHAVE |
| Serial Number:       | 78190483 | BARBER SPA                          |
| Registration Number: | 2866555  | ROYAL SHAVE                         |
| Registration Number: | 2975576  | THE ART OF SHAVING AFTER SHAVE MASK |
| Registration Number: | 2872958  | AFTER SHAVE MASK                    |
| Registration Number: | 2315819  | THE ART OF SHAVING                  |
| Registration Number: | 2108970  | THE ART OF SHAVING                  |
| Registration Number: | 3297409  | THE PERFECT SHAVE                   |

**CORRESPONDENCE DATA**

Fax Number: (310)861-1804  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

OP \$240.00 78538054

Phone: 415-425-2875  
Email: markneiman@rutchik.com  
Correspondent Name: Mark Neiman  
Address Line 1: 9320 Wilshire Blvd, Suite 306  
Address Line 4: Beverly Hills, CALIFORNIA 90212

|                    |               |
|--------------------|---------------|
| NAME OF SUBMITTER: | Mark Neiman   |
| Signature:         | /Mark Neiman/ |
| Date:              | 05/26/2009    |

Total Attachments: 5  
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT AGREEMENT** ("Assignment") is entered into as of May \_\_\_\_, 2009 ("Effective Date") by and between **ERIC MALKA**, an individual ("**MALKA**"), **THE ART OF SHAVING LLC**, a Delaware limited liability company ("**TAOS LLC**"), and **TAOS RETAIL, LLC**, a Delaware limited liability company ("**TAOS RETAIL LLC**") (collectively the "**Parties**"), in exchange for the mutual covenants set forth herein.

1. Each of Malka and TAOS LLC, severally and not jointly, is the owner of certain intellectual property used to conduct the business of TAOS Retail LLC (the "**Malka Intellectual Property**" and the "**TAOS Retail Intellectual Property**," respectively, and collectively, the "**Intellectual Property**"), including without limitation the respective trademark and service mark registrations and applications for registration set forth in the attached Exhibit A ("**Trademarks**"). Malka and TAOS LLC desire to assign to TAOS Retail LLC all right, title and interest in and to the Malka Intellectual Property and the TAOS Retail Intellectual Property, respectively, including without limitation all right, title and interest in and to the applicable Trademarks corresponding to such Intellectual Property.

2. In return for the consideration delivered and paid to Malka and TAOS LLC concurrently herewith, the receipt of which is acknowledged to be accepted and sufficient by Malka and TAOS LLC, Malka and TAOS LLC each hereby assign to TAOS Retail LLC all world-wide right, title and interest in and to the respective Intellectual Property (including without limitation the respective Trademarks), any associated domain names and foreign applications or registrations therefor, and all of the goodwill associated therewith, and each expressly waives any and all rights and claims in and to the Intellectual Property. Malka and TAOS LLC agree to cooperate with TAOS Retail LLC to execute any and all documents reasonably necessary to effectuate the assignment expressed herein and in the event Malka is not available to execute any such document, Malka and TAOS LLC hereby assign TAOS Retail LLC as its attorney-in-fact, coupled with an interest to execute any such document.

3. Malka and TAOS LLC hereby each warrant that (i) he/it is the sole and exclusive owner of all right, title and interest to its Intellectual Property and Trademarks, respectively; (ii) has all rights necessary to execute this Assignment; (iii) this Assignment does not conflict with any rights of any third party or agreements entered by and between Malka and/or TAOS LLC and a third party; (iv) and that neither its Intellectual Property nor its Trademarks is encumbered in any way. TAOS Retail LLC warrants that it has the authority necessary to enter into this Assignment.

4. This Assignment shall be governed by the laws of the state of Florida. In the event of any dispute between the Parties, the Parties shall endeavor to meet in good faith and in the event such dispute cannot be resolved, the Parties agree that all disputes shall be brought in binding arbitration pursuant to the rules of the American Arbitration Association, in Miami, Florida. This Assignment may only be amended or modified in a writing signed by the Parties.

5. This Assignment constitutes the entire agreement between the Parties, and supersedes all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the Parties relating to the subject matter of such provisions.

6. This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment.

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ERIC MALKIN



Dated: 5-21-09

THE ART OF SHAVING LLC

By: 

Dated: 5-21-09

TAOS RETAIL LLC

By: 

Dated: 5-21-09

**Exhibit A****Trademarks****Assignor: TAOS LLC**

|    | <b>Serial Number</b> | <b>Reg. Number</b> | <b>Word Mark</b>                    |
|----|----------------------|--------------------|-------------------------------------|
| 1. | 78538054             | 3029065            | ONE GREAT SHAVE                     |
| 2. | 78401911             | 2943947            | THE 4 ELEMENTS OF THE PERFECT SHAVE |
| 3. | 78190483             | 2768486            | BARBER SPA                          |
| 4. | 78169265             | 2866555            | ROYAL SHAVE                         |
| 5. | 78158420             | 2975576            | THE ART OF SHAVING AFTER SHAVE MASK |
| 6. | 78229069             |                    | ONE GREAT SHAVE                     |
| 7. | 78102111             | 2872958            | AFTER SHAVE MASK                    |
| 8. | 75533904             | 2315819            | THE ART OF SHAVING                  |
| 9. | 75185641             | 2108970            | THE ART OF SHAVING                  |

**Assignor: Eric Malka, an individual**

|    | <b>Serial Number</b> | <b>Reg. Number</b> | <b>Word Mark</b>                            |   |
|----|----------------------|--------------------|---|---|
| 1. |                      | WIPO 822279        | <b>THE ART OF SHAVING (JAPAN)</b>           | Japan (related to US, 08.02.2000, 2315819)<br>International Registration<br>Renewal Date: 1/20/2014 |
| 2. | T/4296-2(EC)         | 3047479            | <b>THE ART OF SHAVING (EU)</b>              | Renewal date: 2/11/2013   |
| 3. | 1131598              | TM596598 (Canada)  | <b>THE ART OF SHAVING (CANADA)</b>          | Renewal date: 12/13/2018  |
| 4. |                      | WIPO 0846465       | <b>THE ART OF SHAVING (RUSSIA, UKRAINE)</b> | Russia/Ukraine (related to US, 22.10.1996, 75185641; 10.06.1996, 75533904)                          |

|    |          |         |                          |  |
|----|----------|---------|--------------------------|--|
|    |          |         | <b>(RUSSIA, UKRAINE)</b> | (822) US, 28.10.1997,<br>2108970; 08.02.2000, 2315819<br>(832) RU, UA) International<br>Registration Renewal Date:<br>12/17/2014 |
| 5. | 78784191 | 3297409 | <b>THE PERFECT SHAVE</b> |  |

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