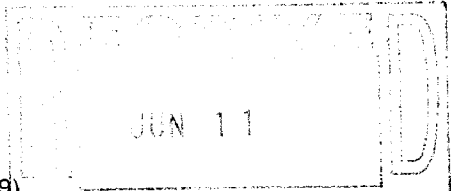


6/11/09



Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

06-12-2009

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**



103563691

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents of the new address(es) below.

1. Name of conveying party(ies):

Cheeky Bitz Pty Ltd
1 Weeroona Street
Port Melbourne Victoria 3207 AUSTRALIA

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Australia
- Other _____

Citizenship (see guidelines) Australia

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 3 March 2009

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Cheeky Bits Pty Ltd

Internal

Address: Melbourne Port Business Centre

Street Address: Level 1, 270 Bay Street

City: Port Melbourne

State: Victoria

Country: Australia Zip: 3141

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Australia
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3447416

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

CB.Logo (design plus letters)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Behan Legal

Internal Address: Melbourne Port Business Centre

Street Address: Level 1, 270 Bay Street

City: Port Melbourne

State: Victoria Australia Zip: 3141

Phone Number: +61 3 9646 0344

Fax Number: +61 3 9646 3759

Email Address: ruiggiero@behanlegal.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

[Signature]
Signature

14/5/2009
Date

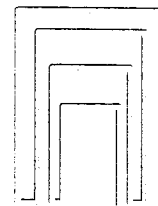
Michael Robertson (Director of Cheeky Bits Pty Ltd)

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK
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BEHAN
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AGREEMENT FOR ASSIGNMENT

OF

TRADE MARK



ASSIGNMENT OF TRADE MARK AGREEMENT

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ASSIGNMENT OF TRADE MARK AGREEMENT

Date of this Agreement 3 March 2009

Trade Mark Owner Cheeky Bitz Pty Ltd [ACN 115 446 618]
("Assignor") 1 Weeroona Street
Port Melbourne Victoria 3207 Australia

Assignee Cheeky Bits Pty Ltd [ACN 115 597 227]

Trade Mark CB Logo

Registration Number 3447416

Registration Date 17 June 2008

Class IC 025; US 022 039

Goods or Services Athletic and sports clothing, namely, jogging outfits, jogging pants, t-shirts, sports singlets, shorts, sweatbands, tracksuits and track pants, beachwear, namely, bathing suits, beach cover-ups, beach shoes, casual clothing, namely, belts, blouses, cardigans, coats, culottes, dresses, jackets, jumpers, halter tops, pants, pullovers, sarongs, shirts, skirts, slacks, sweaters, t-shirts, tube tops and wrap-arounds, exercise and gym clothing, namely gym shorts, gym suits and leotards, formal wear, namely, evening gowns, loungewear, sleepwear, swim wear, underwear, lingerie and intimate apparel, namely, boxer shorts, brassieres, briefs, bustiers, camisoles, chemises, corsets, crop tops, foundation garments, girdles, g-strings, knickers, panties and singlets; athletic footwear, footwear, footwear for track and field athletics; berets, hats and caps

Assignment Fee \$1.00

Act Public Law 489, 79th Congress, approved 5 July 1946, 60 Stat 427, commonly referred to as the Trade Mark Act of 1946 or Lanham (Trademark) Act (Title 15 Chapter 22 United States Code)

Introduction

A The Assignor is the registered proprietor in the United States of America under the Act of the Trade Mark.

B The Assignor has agreed to assign and transmit its entire right, title, and interest in, and to the Trade Mark to the Assignee.

ASSIGNMENT OF TRADE MARK AGREEMENT

Operative Provisions

Interpretation

Plural & Gender

Unless inconsistent with the subject matter or context, words importing one gender include the other gender and words importing the singular number include the plural number and vice versa.

Headings

Headings are for convenience of reference only, and do not affect the interpretation of this Agreement.

Defined Words

For convenience, the first letters of words and expressions defined in this Agreement are in capital letters. The absence of a capital letter does not alone imply that the word or phrase has a different meaning from that given by its definition.

Statutory Enactments

References to any statutory enactment includes references to that enactment as amended, modified or re-enacted from time to time and includes any enactment in substitution or replacement for and any subordinate legislation issued under the statutory enactment.

Joint & Several

If either party consists of more than one person, the obligations of that party bind each person jointly and severally. The expression "Trade Mark Owner" and "User" includes the respective parties and their respective executors administrators or successors in title

Governing Law

Subject to the Act, the laws of Victoria, Australia govern this Agreement and the Courts of Victoria, Australia will hear, determine, and enforce proceedings to protect those rights, liabilities, or obligations.

Acceptance of Agreement

The User accepts the appointment to use the Trade Mark as authorised by the Trade Mark Owner from the Date of this Agreement, until there is a variation or termination of this Agreement.

Novation or delegation

Neither party will, without the other party's prior written consent, novate, subcontract, or delegate any part of this Agreement.

ASSIGNMENT OF TRADE MARK AGREEMENT

Relationship of Parties

The Trade Mark Owner allows the User the authority to use the Trade Mark and has full rights to enter into contracts with others. The Trade Mark Owner does not enter this Agreement under any relationship of principal and agent with the User.

Definitions & Clause Headings

Assignment

In consideration for the payment of the Assignment Fee by the Assignee to the Assignor, the Assignor assigns and transmits its entire right, title and interest in and to the Trade Mark together with the goodwill of the business concerned in the Goods or Services, or classes of the Goods or Services, for which the Trade Mark has been used.

Assistance

Each party to this Agreement shall do, or refrain from doing (as the case may be) anything reasonably necessary to give full effect to this Agreement.

Authority

The Assignor will do everything that is reasonably necessary to:

- (a) Enable the Assignee to apply for and obtain registration as the registered proprietor of the Trade Mark; and
- (b) Cancel the record of any authorised user's interest or any other party's recorded interest in the Trade Mark

Authority to Register

The Assignor grants the Assignee the full right, sole power, and authority to apply for, and obtain entry of its name as registered proprietor of the Trade Mark by virtue of this Agreement.

Mutual Acknowledgments

- (a) All the provisions of this Agreement are reasonable in all the circumstances and that each provision is and will be deemed to be severable and independent; and
- (b) If all or any part of any provision is invalid or unenforceable in all the circumstances, it is deemed deleted and will not affect the validity or enforceability of the remaining provisions.

Undertakings

The Assignor undertakes not to do any act, which would or might:

- (a) Invalidate or put in dispute the assignee's title to the Trade Mark;
- (b) Oppose any application for registration of the Trade Mark, or

TRADEMARK

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ASSIGNMENT OF TRADE MARK AGREEMENT

invalidate any registration of the Trade Mark in due course;

- (c) Support an application to remove the trademarks as registered Trade Mark;
- (d) Cause any Director of the US Patent and Trademark Office to require a disclaimer of a monopoly in the Trade Mark or any part of it;

Nor shall the assignor assist any person directly or indirectly in these acts.

Waiver

- (a) The failure of a party at any time to require full or partial performance of any provision of this Agreement will not affect in any way the full right of that party to require that performance subsequently.
- (b) The waiver by any party of a breach of a provision of this Agreement is not a waiver of all or part of that provision, of any other provision, or of the right of that party to avail itself of its rights subsequently.

Warranty

The Assignor warrants that:

- (a) It has absolute title to the Trade Mark
- (b) There are no outstanding encumbrances or other matters affecting its capacity to assign the Trade Mark to the Assignee; and
- (c) The Assignor has no knowledge of prior use of the Trade Mark by any other person.

Execution

Signed by
Cheeky Bitz Pty Ltd [ACN 115 446 618]
According to its Constitution
In the presence of



Director

Signed by
Cheeky Bits Pty Ltd [ACN 115 597 227]
According to its Constitution
In the presence of



Director

TRADEMARK