

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
RVG Group Inc.		10/28/2009	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Walden-Hays		
Street Address:	P.O. Box 1071		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10276		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1541124	SCARLETT	
CORRESPONDENCE DATA			
Fax Number:	(212)318-6847		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-318-6037		
Email:	rls@paulhastings.com		
Correspondent Name:	Robert L. Sherman		
Address Line 1:	75 East 55th Street		
Address Line 2:	Paul, Hastings, Janofsky & Walker LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	29172.00077 - SCARLETT AS		
NAME OF SUBMITTER:	Robert L. Sherman		
Signature:	/rls/		
Date:	11/19/2009		

CH \$40.00 1541124

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This trademark assignment ("Assignment") is made by and between RVG Group Inc., a Florida corporation with a principal place of business at 375 N.E. 72 Terrace North, Miami, Florida 33172 ("Assignor") and Walden-Hays, located at P.O. Box 1071, New York, NY 10276 (hereinafter "Walden-Hays" or "Assignee").

WHEREAS, Assignor represents and warrants that (i) it is the owner of all rights, title and interest in and to the trademark SCARLETT for perfumes and the good will associated therewith, and United States Trademark Registration No. 1,541,124 for said mark (collectively, the "Mark"); (ii) title to the Mark is free of any and all encumbrances, liens or other adverse claims; (iii) it is currently using the Mark on perfumes and has never abandoned the Mark; (iv) the Mark is not the subject of any license from or to any third party; and (v) it has the authority and right to make this assignment, and that making this assignment will not violate or interfere with the rights of any third party; and

WHEREAS, Assignee on behalf of an undisclosed principal desires to acquire the SCARLETT trademark and registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns absolutely to Assignee and its successors and assigns all of its right, title and interest in and to the Mark throughout the world, together with the good will of the business associated with, corresponding to, symbolized by and embodied in the Mark, including all common law rights in the Mark, as well as the right to commence an action for past or future infringement. It is agreed and understood that the "WHEREAS" clauses set forth above are incorporated into and made a substantive provision of this Assignment.

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Assignor undertakes that:

- (a) At no expense to Assignee, it will perform all acts and execute all documents necessary or desirable for further assuring the right, title and interest to the Mark in Assignee, including the corresponding good will, and will cooperate with Assignee to record this Assignment with the United States Patent and Trademark Office and other appropriate government offices in other jurisdictions throughout the world, if requested;
- (b) It will not commit any act, matter or thing that may directly or indirectly challenge, prejudice or invalidate the Mark, its use or registration by Assignee, its successors and assigns, or this Assignment to Assignee; and
- (c) As of the effective date hereof it will immediately refrain from using the Mark or any other mark that is likely to cause confusion therewith unless authorized in writing by Assignee.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

RVG Group Inc.

By: Reginald Henry Katz
Name: Reginald Katz D3A R. STAMBOUGH
Title: PRESIDENT
Date: Oct 23 - 2009

Walden-Hays

By: [Signature]
Name: Tom Yarbrough
Title: VP
Date: 10.28.2009