

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Adora, Inc.		10/06/2009	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Charisma Brands, LLC		
<b>Street Address:</b>	9 Goddard		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92618		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2752851	NAME YOUR OWN BABY	
Registration Number:	2558908	A ADORA, INC. A FINE DOLL CRAFTER	
Registration Number:	3007096	ADORA ORIGINAL DOLL	
Registration Number:	3002445	ADORA DOLL	
Registration Number:	3206512	MAKE YOUR OWN BABY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(805)477-0060		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	805-477-0050		
<b>Email:</b>	Hal@HKyleLaw.com		
<b>Correspondent Name:</b>	Harold K. Kyle		
<b>Address Line 1:</b>	1583 Spinnaker Drive		
<b>Address Line 2:</b>	Suite 209		
<b>Address Line 4:</b>	Ventura, CALIFORNIA 93001		

OP \$140.00 2752851

NAME OF SUBMITTER:	Harold K. Kyle
Signature:	/hkk/
Date:	11/19/2009
<b>Total Attachments: 5</b> source=Trademark Assignment - Adora#page1.tif source=Trademark Assignment - Adora#page2.tif source=Trademark Assignment - Adora#page3.tif source=Trademark Assignment - Adora#page4.tif source=Trademark Assignment - Adora#page5.tif	

Exhibit D

**ASSIGNMENT OF TRADEMARKS AGREEMENT**

This ASSIGNMENT OF TRADEMARKS AGREEMENT (this "Agreement") is entered into as of October 6, 2009, by and among Adora, Inc., a New Jersey corporation ("Adora"), TriMax Trading Limited, an entity organized under the laws of Hong Kong ("TriMax"), Yong Ren, and Yuan Lin (Adora and together with TriMax, Yong Ren, and Yuan Lin, collectively the "Assignor"), and Charisma Brands, LLC, a California limited liability company ("Assignee").

**RECITALS:**

WHEREAS, Assignor is the owner of the marks set forth in the attached "Schedule of the Marks" and the goodwill of the business symbolized and associated therewith (the foregoing collectively referred to as the "Marks").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of October 6, 2009 (the "Purchase Agreement") by and among Assignor and Assignee, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Marks.

WHEREAS, Assignee desires to record its status as owner of the entire right, title, and interest in and to the Marks.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does hereby assign, transfer and convey to Assignee and its successors and assigns all right, title and interest in and to the Marks and all goodwill of the business symbolized by the Marks, including all international rights, to the extent such rights exist, all rights at common law, and all trademark applications and/or registrations associated therewith.
2. Assumption. Subject to the representations and warranties set forth in the Purchase Agreement, Assignee hereby assumes all liabilities and obligations in connection with the assignment described in Paragraph 1 hereof, except as otherwise agreed to in writing by the parties. Assignor hereby transfers and assigns to Assignee all claims and rights to sue for any past, present and future infringement and unconsented or unauthorized use of the Marks.
3. Further Acts. Assignor agrees to take whatever further action as may be reasonably required to properly and fully effect and perfect the transfer to Assignee of the Marks and to execute any and all assignments and other documents to effectuate this assignment to Assignee regarding the Marks as may be required in other jurisdictions or proceedings throughout the world.
4. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by Assignor and Assignee.
5. Entire Agreement. This Agreement constitutes the entire agreement of the parties concerning the matters herein, and supersedes all prior and contemporaneous agreements and understandings.
6. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any person or entity, other than the parties hereto and such successor and assigns, any legal or equitable rights hereunder.

Exhibit D

7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California, as though made and to be fully performed in that State.

8. Headings. The headings and captions contained herein are for convenience only and shall not control or affect the meaning or construction of any provision hereof.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


*[Signatures Appear on Following Page.]*

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

**“ASSIGNOR”**

**ADORA, INC.**

By:   
Name: YONG REN  
Title: CEO

**TRIMAX TRADING LIMITED,**  
an entity organized under the laws of Hong Kong

By:   
Name: YONG REN  
Title: CEO

  
\_\_\_\_\_  
YONG REN

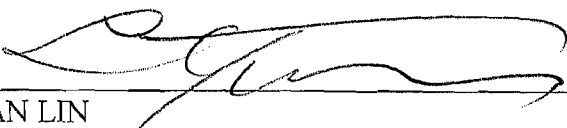
  
\_\_\_\_\_  
YUAN LIN

Exhibit D

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS  
AGREEMENT - continued]

"ASSIGNEE"

CHARISMA BRANDS, LLC,  
a California limited liability company

By:   
Name: AP SHUTTS  
Title: PRESIDENT

Exhibit D

SCHEDULE OF THE MARKS

Trademark	Serial No	Registration No	Date of Reg	Expire	Renewal
Name Your Own Baby	78027355	2752851	8/19/2003	8/19/2009	2/6/2009
Adora Inc and Logo	78027360	2558908	4/9/2002	4/9/2008	4/8/2008
Adora Original Doll	76588568	3007096	10/18/2005	10/18/2011	
Adora Doll	76588567	3002445	9/27/2005	9/27/2011	
Make Your Own Baby	76588566	3206512	2/6/2007	2/6/2013	

Includes all uses, applications and registrations of the foregoing Marks in the United States of America and in all other countries of the world.