

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
Paradise Galleries, Inc.		07/31/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Charisma Brands, LLC
Street Address:	9 Goddard
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77019204	BABIES' TREASURES
Registration Number:	2293669	DREAMS & TREASURES COLLECTION
Registration Number:	3088265	GENTLETOUCH
Registration Number:	2331227	HEAVENLY MOMENTS
Registration Number:	1739243	PARADISE GALLERIES
Registration Number:	2536869	TIMELESS MOMENTS
Registration Number:	1777286	TREASURY COLLECTION
Registration Number:	3177945	TRUE TOUCH

CORRESPONDENCE DATA

Fax Number: (805)477-0060
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 805-477-0050
 Email: Hal@HKyleLaw.com
 Correspondent Name: Harold K. Kyle
 Address Line 1: 1583 Spinnaker Drive

OP \$215.00 77019204

900149227

**TRADEMARK
 REEL: 004108 FRAME: 0685**

Address Line 2: Suite 209
Address Line 4: Ventura, CALIFORNIA 93001

NAME OF SUBMITTER:	Harold K. Kyle
Signature:	/hkk/
Date:	12/04/2009

Total Attachments: 7
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ASSIGNMENT OF TRADEMARKS AGREEMENT

This ASSIGNMENT OF TRADEMARKS AGREEMENT (this "Agreement") is entered into as of July 31, 2008, by and among Paradise Galleries, Inc., a California corporation ("Paradise"), Artistic Expressions, Ltd, a company incorporated under the laws of the Cayman Islands ("AEL"), Artistic Expressions, Ltd, a branch office of AEL operating under the laws of the Philippines ("AEP"), Thomas Boland, Inc., an Illinois corporation ("TBI") and together with Paradise, AEP, and AEL, 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 July 31, 2008 (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.

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]

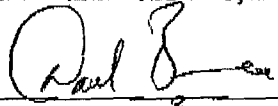
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

"ASSIGNOR"

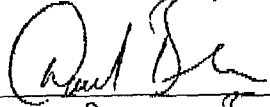
PARADISE GALLERIES, INC.

By: David Brownlee 
Name: _____
Title: President

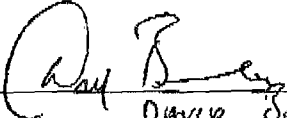
ARTISTIC EXPRESSIONS, LTD. (Philippines)

By: 
Name: DAVID BROWNLEE
Title: Director

ARTISTIC EXPRESSIONS, LTD. (Cayman Islands)

By: 
Name: DAVID BROWNLEE
Title: ACD DIRECTOR

THOMAS BOLAND, INC.

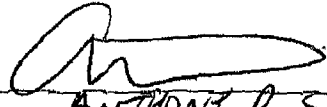
By: 
Name: DAVID BROWNLEE
Title: Director

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HILTON WHISTLER RESORT RESERVATI #5348 P.003 /015

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS
AGREEMENT - continued]

"ASSIGNEE"
CHARISMA BRANDS, LLC.
a California limited liability company

By: 
Name: ANTHONY P. SHUTTIS
Title: PRESIDENT

317992_1

SCHEDULE OF THE MARKS

See attached.

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

Schedule 1.8 (c)
PARADISE GALLERIES
TRADEMARK STATUS REPORT
 AS OF MAY 19, 2008

PARADISE GALLERIES US										
Mark	SN/Reg. No.	Date Filed/Issued	Renewal Due	Classes	Dates of First Use (1TU)	Aff. of Use Due	Owner	Goods	Status	
BABIES' TREASURES	SN 77019,204	Filed 10/11/06		28	(1TU)		Paradise Galleries, Inc.	Dolls, doll clothing; doll accessories.	Application filed. No Office Actions issued. Mark published 5/22/07. Notice of Allowance issued 8/14/07. Request for Ext. of Time to File a Statement of Use filed. Statement of Use now due 8/14/08. Awaiting sample from April Cruz.	
BABY BE MINE	SN 77019,194	Filed 10/11/06		28	(1TU)		Paradise Galleries, Inc.	Dolls, doll clothing; and doll accessories.	Application filed. Application suspended 2/28/07 by USPTO pending outcome of B MY BABY app. 78622160. As of 11/2/07 a 3rd Ext. to File a Stmt. of Use was filed on B MY BABY with another ext. or use due by 5/2/08. As of 5/19/08 no new Ext. filed. Will continue to check to see if app. is abandoned.	
DREAMS & TREASURES COLLECTION	Reg. No. 2,283,669	Issued 11/16/09	11/16/09	28	12/28/98 12/28/98	Filed	Paradise Galleries, Inc.	Dolls	Watch for renewal due between 11/17/08 - 11/16/09.	
GENTLE TOUCH	Reg. No. 3,088,265	Issued 5/2/08	5/2/16	28	11/1/05 11/1/05	5/2/11 5/2/12	Paradise Galleries, Inc.	Dolls	Watch for Affidavit of Cont. Use & Incontestability due between 5/2/11 - 5/2/12.	
HEAVENLY MOMENTS	Reg. No. 2,331,227	Issued 3/21/00	3/21/10	28	8/30/98 8/30/98	Filed	Paradise Galleries, Inc.	Christmas tree ornaments in the form of porcelain dolls.	Watch for renewal due between 3/22/09 - 3/21/10.	
PARADISE GALLERIES	Reg. No. 1,738,243	Issued 12/08/92	12/08/12	42	8/18/91 8/18/91	Filed	Paradise Galleries, Inc.	Mail order services featuring collectibles.	Watch for next renewal due between 12/9/11 - 12/8/12.	

THULLIER	Reg. No. 2,273,085	Renewed 12/8/02 Issued 8/24/99	8/24/09	28	1/18/98 1/19/98	Filed	Inc. Paradise Galleries, Inc.	Dolls	Watch for renewal due between 8/25/08 - 8/24/08.
TIMELESS MOMENTS	Reg. No. 2,556,869	Issued 2/5/02	2/5/12	28	1/16/200 1/18/200 1	Filed	Paradise Galleries, Inc.	Dolls	Watch for renewal due between 2/6/11 - 2/5/12.
TO LOVE AND TO CHERISH	SN 77/019,203	Filed 10/11/06		28	(ITU)		Paradise Galleries, Inc.	Dolls, doll clothing, doll accessories.	Application filed. No Office Actions issued. Mark published 5/22/07. Notice of Allowance issued 8/14/07. Statement of Use due 2/14/08. Request for Ext. of Time to File a Statement of Use filed. Statement of Use now due 3/14/08.
TREASURY COLLECTION	Reg. No. 1,777,286	Issued 06/15/93	06/15/13	28	8/18/91 8/18/91	Filed	Paradise Galleries, Inc.	Dolls	Watch for next renewal due between 6/14/12 - 6/15/13.
TRUE TOUCH	Reg. No. 3,177,945	Issued 11/28/06	11/28/16	28	9/2/04 9/2/04	11/29/11 11/28/12	Paradise Galleries, Inc.	Dolls	Watch for Affidavit of Cont. Use & Incontestability due between 11/28/11 - 11/28/12.
PARADISE GALLERIES Foreign									
AUSTRALIA PARADISE GALLERIES	Reg. No. 722970	App. date 11/28/96	11/28/16	16, 20, 21, 42	N/A	N/A	Paradise Galleries, Inc.	16, 20, 21 - Figurines, sculptures and statuettes. 42 - Wholesaling services in connection w/ sales and distribution of figurines, sculptures and statuettes and collectibles to retailers.	Renewal due 11/28/16.
PARADISE GALLERIES	Reg. No. 670651	App. date 08/24/95	08/24/15	28, 42	N/A	N/A	Paradise Galleries, Inc.	28 - Dolls and accessories for dolls. 42 - Mail order services, incl. direct mail selling, being the marketing and sale of collectibles.	Renewal due 08/24/15.