

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/05/2005		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Calypso St. Barth, Inc.		12/15/2009
			Entity Type
			CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	A&C Licensing, LLC		
Street Address:	33-02 Skillman Avenue		
City:	Long Island City		
State/Country:	NEW YORK		
Postal Code:	11101		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2705622	CALYPSO ST. BARTH
CORRESPONDENCE DATA			
Fax Number:	(212)808-7897		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 808-7800		
Email:	mmarcotte@kelleydrye.com		
Correspondent Name:	Matthew D. Marcotte		
Address Line 1:	101 Park Avenue		
Address Line 2:	Kelley Dyre & Warren LLP		
Address Line 4:	New York, NEW YORK 10178		
ATTORNEY DOCKET NUMBER:	019401-0001		
NAME OF SUBMITTER:	Matthew D. Marcotte		
Signature:	/Matthew D. Marcotte/		

CH \$40.00 2705622

Date:

12/15/2009

Total Attachments: 2

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TRADEMARK ASSIGNMENT
(NUNC PRO TUNC)

Whereas, CALYPSO ST. BARTH, INC. a New York Corporation having a place of business at 17 Newtown Lane East Hampton, New York, NY 11937, ("*ASSIGNOR*") has adopted, owned and used the trademark **CALYPSO ST. BARTH**, registered in the U.S. Patent and Trademark Office, Registration Number 2,705,622 on April 15, 2003; and

Whereas, A&C LICENSING LLC, a New York Limited Liability Corporation, with its principal place of business at 33-02 Skillman Avenue, Long Island City, New York, NY 11101, ("*ASSIGNEE*") is desirous of acquiring said mark and the registration thereof;

WHEREAS, ASSIGNOR has agreed to assign to ASSIGNEE the entire right, title and interest that ASSIGNOR has or may have, in and to the TRADEMARK in the United States, together with the goodwill of the business symbolized thereby and associated therewith.

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR agrees that ASSIGNOR hereby assigned unto ASSIGNEE nunc pro tunc effective as of July 5, 2005, all right, title and interest in and to the trademark **CALYPSO ST. BARTH** throughout the world, the above-identified registration thereof, together with all derivations thereof and including all goodwill associated therewith, whether based on common law or the laws of the various states, and the right (but not the obligation) to assert such registered trademark and other assigned rights to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

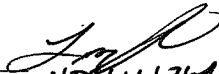
In testimony Whereof, ASSIGNOR, as represented by one of its of officers, has signed this instrument this 15th day of December 2009.

CALYPSO ST. BARTH

By: Aison Catchpole
Name: Aison Catchpole
Title: Vice President

SWORN to and SUBSCRIBED before me this 15 day of December, 2009.

LISA PEZZUTO
Notary Public, State of New York
No. 01PE6166764
Notary Public Qualified in Nassau County
Commission Expires May 21, 2011


01PE6166764