

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
Lafayette Textiles Corp.		09/15/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sunday Rocks LLC		
Street Address:	4715 S ALAMEDA ST		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90058		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77811726	SUNDAY ROCKS	
CORRESPONDENCE DATA			
Fax Number:	(212)715-1399		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2127151100		
Email:	trademarkdocketing@aporter.com		
Correspondent Name:	Louis Ederer, Arnold & Porter LLP		
Address Line 1:	399 Park Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	21406.002		
NAME OF SUBMITTER:	Alisa Cahan		
Signature:	/acahan/		
Date:	04/02/2010		

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Total Attachments: 3

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**ASSIGNMENT OF
TRADEMARK AND GOODWILL**

This Assignment of Trademark and Goodwill (this "Assignment") is made this 15th day of September 2009 between Lafayette Textile Industries, a California limited liability company, and Lafayette Textiles Corp., a California corporation, (hereinafter collectively "Assignor"), on the one hand and Sunday Rocks, LLC (hereinafter collectively "Assignee"). This Assignment is effective as of September 15, 2009.

RECITALS

- A. WHEREAS, Assignor is the owner of and has adopted and used certain trademarks, trade names, logos, designs and drawings, patterns, copyrights, and service marks and other intellectual property described in the Schedule below ("TRADEMARK"); without limiting the generality or effect of the foregoing (including the goodwill of the business symbolized by the TRADEMARK), the TRADEMARK includes the rights in the name "SUNDAY ROCKS" and all trademark and service mark rights relating to such names, if any, along with the rights (common law or otherwise), registrations and logos and goodwill relating thereto, if any, and to the design element and any variations or combinations thereof and the goodwill relating thereto.
- B. WHEREAS, on August 24, 2009, Lafayette Textiles Corp. a California corporation, filed its application (Serial No. 77811726) with the United States Patent and Trademark Office in order to register its brand name, clothing line and Mark under the "SUNDAY ROCKS" name. In addition, Assignor has filed its application to register its brand name, clothing line and Mark under the "SUNDAY ROCKS" name (File No. A0017132) in Japan.
- C. WHEREAS, Assignor has entered into a certain Partial Asset Acquisition/ Sale Agreement of the same date ("Purchase Agreement"), whereby the Assignee has agreed to purchase and acquire from the Assignors certain assets as described and listed therein; and
- D. WHEREAS, Assignor has agreed to sell and assign the TRADEMARK to Assignee, and Assignee wishes to acquire and accept the TRADEMARK.

Now, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

ASSIGNMENT

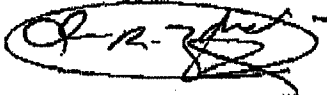
In consideration of the payment, receipt of which is hereby acknowledged, Assignor hereby assigns, sells and transfers to the Assignee all right, title, and interest, including common law rights, on the Closing Date (as defined in the Purchase Agreement) in the United States of America and all other countries and jurisdictions of the world in and to the TRADEMARK, together with the goodwill of the business associated therewith and symbolized by the TRADEMARK, all pending applications and the registration of the TRADEMARK, and all rights of action, powers, and benefits belonging or accrued to the TRADEMARK, including the right to take action or to sue, whether in law or equity, for past, present and future infringement or other violations of the TRADEMARK occurring before or after the effective date of this Assignment, including the right to receive any damages and the right to oppose any application to register a trademark which may be confusingly similar to the TRADEMARK.

The Assignor hereby appoints each officer or other authorized representative of the Assignee as the Assignor's true and lawful attorney-in-fact ("Attorney-in-Fact"), with full power of substitution, for the Assignor and in its name, place and stead and on its behalf and for its use and benefit to execute and deliver all documents and instruments in such form and with such substance and to take all actions on behalf of the Assignor that such Attorney-in-Fact deems necessary, advisable or appropriate in order to transfer to and vest in the Assignee all of the foregoing rights in the TRADEMARK and to otherwise effectuate the sale and assignment set forth herein, including without limitation any filings with the U.S. Patent and Trademark Office and any foreign patent and trademark offices, or their equivalent, that may be necessary to reflect the Assignment of Trademark and Goodwill in the U.S. Patent and Trademark Office and any foreign patent and trademark offices, or their equivalent, without any notice to the Assignors.

Schedule

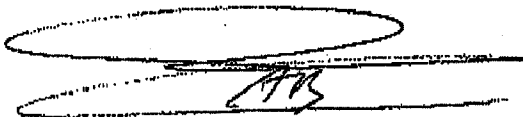
Trademark	Application No.	Class
SUNDAY ROCKS	77811726	Wearing Apparel
SUNDAY ROCKS	A0017132 (Japan)	Wearing Apparel

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, and the Assignee, by its duly authorized officer, have executed this assignment as of September 15, 2009.



Assignor: Lafayette Textiles Corp.
By: *Ali Zahedi*
Title: President

Dated: September 15, 2009



Assignor: Lafayette Textile Industries, LLC
By: *Ali Behbakhani*
Title: Managing Member

Dated: September 15, 2009



Assignee: Sunday Rocks, LLC
By:
Title: Managing Member

Dated: September 15, 2009