

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Altamar Brands, LLC		03/26/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Numero Ocho Limited		
<b>Street Address:</b>	28 Maiden Lane		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	WC2E 7JS		
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3747327	OCHO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)427-6663		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	gfarrington@ladas.com		
<b>Correspondent Name:</b>	Ladas & Parry LLP		
<b>Address Line 1:</b>	224 South Michigan Avenue		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>ATTORNEY DOCKET NUMBER:</b>	T600308		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Ladas & Parry LLP		
<b>Address Line 1:</b>	224 South Michigan Avenue		
<b>Address Line 2:</b>	Suite 1600		

OP \$40.00 3747327

**900160117**

**TRADEMARK  
 REEL: 004189 FRAME: 0455**

Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	Graham Farrington
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Signature:	/gfarrington/
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Date:	04/21/2010
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**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Assignment*"), dated March 26, 2010, is entered into by and between **ALTAMAR BRANDS, LLC**, a California limited liability company, with a principal place of business at 2101 East Coast Highway, Suite 250, Corona Del Mar, California 92625 ("*Assignor*") and **NUMERO OCHO, LTD.**, a company organized under the laws of the United Kingdom, with a principal place of business at 28 Maiden Lane, WC2, London, England ("*Assignee*"), each individually referred to as a "Party" and collectively referred to as the "Parties".

### RECITALS

**WHEREAS**, Assignor is the owner of the common law trademarks, registered trademarks, applications to register trademarks, and other registrations or applications related to the trademarks listed on Schedule 1, attached hereto (the "*Assigned Marks*").

**WHEREAS**, Assignee is desirous of acquiring the full right, title and interest in, to and under the Assigned Marks and the goodwill accrued in connection and associated therewith.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in the United States of America, in, to and under the Assigned Marks, together with the goodwill of the business symbolized by said Assigned Marks, and applications and registrations thereof, any renewal rights therein, and the exclusive right to enforce the Assigned Marks in the United States in the sole name of Assignee, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 2. Representation and Warranty by Assignor. Assignor hereby represents and warrants to Assignee that Assignor has the full right, title and interest to assign, transfer, convey, and set over the entire rights, title and interests assigned hereunder, and that Assignor has not executed and will not execute any agreement in conflict herewith.

Section 3. Covenant by Assignor. Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be necessary or desirable to perfect Assignee's title in, to and under the Assigned Marks.

Section 4. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

Section 5. Entire Agreement. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

ALTAMAR BRANDS, LLC

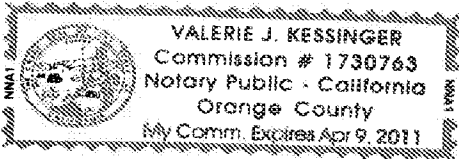
By: [Signature]  
Name: Kevin Sachs  
Title: Chief Financial Officer

STATE OF California )  
 ) ss.  
COUNTY OF Orange )

On this 1<sup>st</sup> day of April, 2010 before me personally appeared Kevin Sachs, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument and, who being by me duly sworn did depose and say that he acknowledged said instrument to be his free act and deed.

{seal}

Notary Public [Signature: Valerie J. Kessinger]



NUMERO OCHO, LTD.

By: [Signature]  
Name: Stephen Tishler  
Title: Director

STATE OF REPUBLIC OF FRANCE CITY OF PARIS } SS  
COUNTY OF EMBASSY OF THE UNITED STATES OF AMERICA }

On this 2<sup>nd</sup> day of March, 2010 before me personally appeared Stephen Tishler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument and, who being by me duly sworn did depose and say that he acknowledged said instrument to be his free act and deed.

{seal}

Notary Public [Signature: Jaffar Diab]  
Jaffar Diab  
Vice Consul  
U.S. Embassy, Paris

SCHEDULE 1

**Trademark Registrations**

Mark	Country	Class	Reg. No.	Reg. Date
OCHO	United States	33	3747327	February 9, 2010

WDC99 1832233-1.073149.0047