

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
Willin, LLC		12/31/2009	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Calvin Klein Cosmetic Corporation		
Street Address:	2 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2768507	EUPHORIA ESSENTIALS	
Registration Number:	3455523	EUPHORIA BLOSSOM	
Registration Number:	3786226	EUPHORIA	
CORRESPONDENCE DATA			
Fax Number:	(212)775-8744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-775-8744		
Email:	amccoy@kilpatrickstockton.com		
Correspondent Name:	Amanda L. McCoy		
Address Line 1:	31 West 52nd Street - 14th Floor		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	385699		
NAME OF SUBMITTER:	Amanda L. McCoy		

OP \$90.00 2768507

Signature:	/Amanda L. McCoy/
Date:	06/02/2010
Total Attachments: 1 source=Trademark Assignment#page 1.tif	

**EXHIBIT C
TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made by Willin, LLC, a Nevada limited liability company having a place of business at 9901 Trailwood Drive #2105, Las Vegas, Nevada 89134 ("Assignor") to Calvin Klein Cosmetic Corporation, a Delaware corporation having a place of business at Two Park Avenue, New York, New York 10016 ("Assignee").

WHEREAS, Assignor is the owner of the following trademarks (the "Marks"):

Trademark	U.S. Reg. No.	International Class
EUPHORIA ESSENTIALS	U.S. Reg. No. 2,768,507	Class 3
EUPHORIA BLOSSOM	U.S. Reg. No. 3,455,523	Class 3
EUPHORIA	U.S. App. No. [TBD] (Child application of U.S. App. No. 78/635,594)	Class 3

WHEREAS, pursuant to the parties' agreement dated December 31, 2009, Assignee desires to acquire and Assignor desires to assign all right, title, and interest Assignor has in and to the Marks, together with the business of Assignor pertaining to the Marks and the goodwill relating thereto;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer to Assignee all of its right, title, and interest in and to the Marks and the registration for the Marks, together with the goodwill of the business symbolized by the Marks and the registration thereof, and all other rights which Assignor has enjoyed thereunder in the United States, including any and all rights of recovery based on past infringement of said Marks and registration, the same to be held and enjoyed by Assignee, its successors and assigns. Assignor agrees to execute such additional documents, or provide testimony, upon the request of Assignee as may be reasonably necessary or desirable to continue, secure, defend, register, and otherwise give full effect to and perfect the rights of Assignee under this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be duly executed and effective as of the date set forth below.

WILLIN, LLC

By: _____

Print Name: _____

Title: _____

Dated: _____



Joe Lamarca

manager

12-31-09