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 |
|------------------|----------|----------------|---------------------------|
| Scott C. Tuscani | | 06/16/2010 | INDIVIDUAL: UNITED STATES |

RECEIVING PARTY DATA

| Name: | Hard Candy, LLC | |
|-----------------|------------------------------------|--|
| Street Address: | 6100 Hollywood Boulevard | |
| City: | Hollywood | |
| State/Country: | FLORIDA | |
| Postal Code: | 33024 | |
| Entity Type: | LIMITED LIABILITY COMPANY: FLORIDA | |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|----------|------------|
| Serial Number: | 77950899 | HARD CANDY |
| Registration Number: | 2819833 | HARD CANDY |

CORRESPONDENCE DATA

Fax Number: (305)961-5812

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

 Phone:
 3055790812

 Email:
 mrv@gtlaw.com

Correspondent Name: Greenberg Traurig Attn: Manuel Valcarcel

Address Line 1: 1221 Brickell Avenue
Address Line 4: Miami, FLORIDA 33131

| ATTORNEY DOCKET NUMBER: | 060736.015800 |
|-------------------------|----------------------|
| NAME OF SUBMITTER: | Manuel Valcarcel |
| Signature: | /Manuel Valcarcel/ |
| Date: | 06/30/2010 TRADEMARK |

900165967 REEL: 004234 FRAME: 0805

Total Attachments: 5 source=Tuscani Assignment#page1.tif

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WORLDWIDE ASSIGNMENT AGREEMENT

This Worldwide Assignment Agreement (the "Assignment") is effective as of the 16th of June, 2010 (the "Effective Date").

BETWEEN:

- (1) Scott C. Tuscani, an individual of Santa Barbara, California ("Assignor"); and
- (2) Hard Candy, LLC, a Florida limited liability company with its principal place of business at 6100 Hollywood Boulevard, Hollywood, Florida ("Assignee").

WHEREAS:

- (1) Assignor asserts the ownership of certain intellectual property rights relating to the *Hard Candy* trademarks ("Trademarks"), including but not limited to (a) the Federal registrations and applications for registration identified in Schedule A; (b) all domain names relating to the Trademarks, including, without limitation, those identified in Schedule B ("Domain Names"); (c) all trademarks, service marks, trade names, character names, marks, symbols, devices, trade dress, sounds, expressions, ideas, pictorial representations, goods and products relating to or using the term "Hard Candy" ("Term"), whether or not the subject of a federal registration; (d) any and all patents regarding the Term or the Trademarks, all of the foregoing hereby collectively referred to as the "HARD CANDY IP";
- (2) Assignee wishes to acquire full, complete and unencumbered ownership of the HARD CANDY IP.

NOW IT IS HEREBY AGREED as follows:

1. **ASSIGNMENT**

- (a) In consideration of the foregoing and payment of good, sufficient and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee and its successors and assigns, free from any known encumbrances all right, title and interest in and to the HARD CANDY IP, together with the goodwill associated with the HARD CANDY IP and the right to sue for, settle, or release any past, present, or future infringement thereof.
- (b) This Assignment extends to Assignor's rights to the HARD CANDY IP worldwide.

2. REPRESENTATIONS AND WARRANTIES OF THE ASSIGNOR

(a) Assignor represents that it believes it has the full right to convey its entire right, title, and interest in and to the HARD CANDY IP, and that to its knowledge the HARD CANDY IP or any component thereof is not subject to any lien, security interest, mortgage, or other encumbrances. Assignee accepts assignment of the HARD CANDY IP.

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- (b) Assignor has not granted any licenses to or authorized any third parties to use the HARD CANDY IP.
- (c) Within 10 days from the date of this Assignment, Assignor shall deliver all documents in its possession or under its control concerning ownership, maintenance, and transfer of the HARD CANDY IP, including but not limited to all documents relating to i) Domain Names including passwords and user names for each Domain Name and other necessary documents and information to allow Assignee to change the domain name registrant from Assignor to Assignee or its designee, and ii) service mark and trademark adoption, selection, prosecution, and enforcement, to the extent not already produced to HARD CANDY.
- (d) Assignor represents and warrants that it has not executed, and will not execute, any agreement in conflict herewith. Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers and to otherwise take such action, which documents or actions are necessary to perfect such rights, title and interest in Assignee, its successors, assigns and legal representatives in and to the HARD CANDY IP.
- (e) This Assignment and all of its terms and provisions are and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, representatives, agents, officers, directors, employees, successors, assigns, general partners, limited partners, members, affiliates, and insurers of the parties hereto.

IN WITNESS OF THIS ASSIGNMENT, Assignor has signed below:

| | SCOTT C. TUSCANI | |
|--|---|-------|
| | By: | |
| STATE OF CALIFORNIA | § Scott C Tuscani § SS: | |
| COUNTY OF LOS ANGELES | § 52. | |
| showed me the following identified me that the same was the act of | e, on this day personally appeared SCOTT C. TUSCANI, wation:, and acknowledge, and that he has executed our osses and consideration therein expressed, and in the | ed to |
| Given under my hand and s | seal of office this day of June, 2010. | |
| • • • • • • • • • • • • • • • • • • • | ary Public | |
| See allach | ed acknowledgment form. | |

$\underline{Schedule\ A}$

- U.S Trademark Registration No. 2819833
 U.S. Trademark Application Serial No. 77950899

Schedule B

- 1. hard-candy.net,
- 2. hard-candy.us,
- 3. hardcandyclothing.com,
- 4. hardcandygear.com,
- 5. hardcandygirl.net,
- 6. hardcandyindustries.com,
- 7. hard-candystore.com,
- 8. hardcandystore.com,
- 9. hrd-cndy.com,
- 10. hrd-endy.info,
- 11. hrd-cndy.net,
- 12. hrd-cndy.org,
- 13. hrd-endy.us,
- 14. livehardcandy.com,
- 15. livehardcandy.info,
- 16. livehardcandy.net,
- 17. livehardcandy.org,
- 18. livehardcandy.us,
- 19. hardcandycouture.net,
- 20. hardcandycouture.org,
- 21. hardcandydesigns.net,
- 22. hardcandydesigns.org,
- 23. hardcandyentertainment.com.
- 24. hardcandyfashion.com,
- 25. hardcandyfashion.net,
- 26. hardcandyfashion.org,
- 27. hardcandygear.net,
- 28. hardcandygear.org,
- 29. hardeandygems.com, ...
- 30. hardcandygirl.org.
- 31. hardcandygraphics.com,
- 32. hardcandygraphics.net,
- 33. hardcandygraphics.org,
- 34. hardcandykink.com,
- 35. hardcandystore.com,
- 36. hardcandystore.org,
- 37. hardcandystreet.com,
- 38. hardcandystreet.net,

- 39. hardcandystreet.org,
- 40. hardcandystyle.com,
- 41. hardcandystyle.net,
- 42. hardcandystyle.org,
- 43. realhardcandy.com,
- 44. realhardcandy.net,
- 45. realhardcandy.org,
- 46. sweethardcandy.com,
- 47. sweethardcandy.org,
- 48. hardcandybeauty.com,
- 49. hardcandybeauty.net,
- 50. hardcandybeauty.org,
- 51. hardcandybrand.com,
- 52. hardcandybrand.net,
- 53. hardcandybrand.org,
- 54. hardcandyclothing.net,
- 55. hardcandyclothing.org,
- 56. hardcandycollection.com,
- 57. hardcandycollection.net,
- 58. hardcandycollection.org,
- 59. hardcandyculture.com,
- 60. hardcandyculture.net,
- 61. hardcandyculture.org,
- 62. hardcandyint.com,
- 63. hardcandyint.net,
- 64. hardcandyint.org,
- o i. mardoandymic.org,
- 65. hardcandylife.com,
- 66. hardcandylife.net,
- 67. hardcandylife.org,
- 68. hardcandyorganics.com,
- 69. hardcandyorganics.net,
- 70. hardcandyorganics.org,
- 71. hardcandyworld.com,
- 72. hardcandyworld.net,
- 73. hardcandyworld.org,
- 74. tastehardcandy.com,
- 75. tastehardcandy.net, and
- 76. tastehardcandy.org.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

| Carrette at 1-05 Angeles | } |
|---|--|
| County of Los Angeles | |
| On 6/16/2010 before me, B | wenda D. Arroyo, Notary tu |
| | Tuscani |
| регзопану арреатей | Name(s) of Signer(s) |
| | |
| | who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are-subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. |
| BRENDA D. ARROYO Commission # 1869737 | I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. |
| Notary Public - California E Los Angeles County | WITNESS my hand and official seal. |
| My Comm. Expires Oct 30, 2013 | |
| | Signature: MUNGG L. May |
| Place Notary Seal and/or Stamp Above | PTIONAL Signature of Notary Perofic |
| | by law, it may prove valuable to persons relying on the document val and reattachment of this form to another document. |
| Description of Attached Document | , . <u> </u> |
| Title or Type of Document: World Wide | 2 Assignment Agreemen 1 |
| Document Date: 6 16 10 | Number of Pages: |
| Signer(s) Other Than Named Above: | |
| Capacity(ies) Claimed by Signer(s) | |
| | Signer's Name: |
| Signer's Name: Scott | Corporate Officer Title(e): |
| Signer's Name: Scott Corporate Officer — Title(s): | Corporate Officer — Title(s): |
| Signer's Name: SCOTT Corporate Officer — Title(s): | MBPRINT Individual Individual RIGHT THUMBPRINT OF SIGNER |
| Signer's Name: Scott Corporate Officer — Title(s): RIGHT THUM OF SIGN Partner — Limited General Top of thum | #BPRINT □ Individual □ Individual □ Partner □ Limited □ General □ Top of thumb here |
| Signer's Name: | ABPRINT Individual Ind |
| Signer's Name: Scott Corporate Officer — Title(s): Individual Partner — Limited General Attorney in Fact Trustee | ☐ Copporate Officer — Title(s). ☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Overalling or Consequence. |
| Signer's Name: | ☐ Corporate Officer — Title(s). ABPRINT Individual General OF SIGNER □ Partner — □ Limited □ General Top of thumb here □ Attorney in Fact Trustee Guardian or Conservator Others |
| Signer's Name: Scott Corporate Officer — Title(s): Individual Partner — Limited General Attorney in Fact Trustee | MBPRINT ☐ Individual ☐ General ☐ Attorney in Fact ☐ Trustee |

RECORDED: 06/30/2010

Item #5907 Reorder: Call Toll-Free 1-800-876-6827