

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
Editor's Closet, Inc.		06/04/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ILS Holdings, LLC		
Street Address:	101 South State Road 7, Suite 201		
City:	Hollywood		
State/Country:	FLORIDA		
Postal Code:	33023		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77848108	EDITORS' CLOSET	
CORRESPONDENCE DATA			
Fax Number:	(305)604-2011		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3056042051		
Email:	amaurycruz@yahoo.com		
Correspondent Name:	Amaury Cruz		
Address Line 1:	1560 Lenox Ave. # 207		
Address Line 4:	Miami Beach, FLORIDA 33139		
NAME OF SUBMITTER:	Amaury Cruz		
Signature:	/ac/		
Date:	07/21/2010		

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Total Attachments: 4
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of June 4, 2010, by and between Editors' Closet, Inc., a Delaware corporation ("Assignor"), and ILS Holdings, LLC, a Florida limited liability company ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 4, 2010 (the "Purchase Agreement") pursuant to which Assignee has agreed to purchase and accept, and Assignor has agreed to sell, convey and assign, the Purchased Assets (as defined in the Purchase Agreement) owned by Assignor.

B. Pursuant to the Purchase Agreement, Assignor wishes to irrevocably assign to Assignee all of Assignor's right, title and interest in and to the Acquired Intellectual Property Rights (as defined in the Purchase Agreement).

AGREEMENT

In consideration of the foregoing premises, the mutual promises and covenants contained in the Purchase Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby irrevocably sells, assigns, grants, transfers and sets over unto Assignee and Assignee's successors and assigns, all of its right, title and interest throughout the world in and to the Acquired Intellectual Property Rights for the United States and for all foreign countries, including, without limitation, the (a) trademarks and trademark applications listed on Exhibit A attached hereto and incorporated by reference, (b) domain names listed on Exhibit B attached hereto and incorporated by reference, (c) patents and patent applications listed on Exhibit C attached hereto and incorporated by reference, and (d) registered copyrights and applications for copyright registration listed on Exhibit D attached hereto and incorporated by reference, together with all (e) trade dress, logos, slogans, trade names together with all common law rights, the goodwill associated therewith, and applications, registrations and renewals in connection therewith; (f) other copyrights and copyrightable works, and applications, registrations and renewals in connection therewith; (g) trade secrets and confidential business information (including ideas, research and development, know-how, inventions, formulas, compositions, manufacturing and production processes and techniques, designs, drawings and specifications); (h) copies and tangible embodiments of any of the foregoing in whatever form or medium; (i) all other intellectual property relating to or forming part of the Purchased Assets, (j) national, foreign, state and common law registrations, applications for registration and renewals and extensions thereof; and (k) all goodwill associated and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions, to sue for all past, present or future infringements or other violations of any rights in the Acquired Intellectual Property Rights, and to settle and retain proceeds from any such actions. The foregoing assignment also includes Assignor's right, title and interest in and to any and all causes of action and rights of recovery for past infringement, or

misappropriation of the Acquired Intellectual Property Rights and the right to seek Patents with regard to the Acquired Intellectual Property Rights.

Assignor hereby requests the Commissioner of Patents and Trademarks, the Register of Copyrights and the corresponding entity or agency in any applicable foreign country, to record, as applicable, Assignee as the Assignee and owner of the Acquired Intellectual Property Rights.

2. In addition to the obligations of Assignor set forth in the Purchase Agreement, Assignor also agrees to execute such written instruments, extend such other cooperation and perform such other acts as may be necessary or advisable in all applicable jurisdictions throughout the world, including but not limited to making all required filings with the United States Patent and Trademark Office, in the opinion of Assignee, to register a copyright, domain name, trademark, obtain a patent or otherwise enforce Assignee's rights in the Acquired Intellectual Property Rights; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney-in-fact to undertake such acts in Assignor's name.

3. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the terms of the Agreement, the Agreement shall govern. Except as expressly set forth in the Agreement or this Assignment, Assignor makes no representation or warranty relating to any of the Purchased Assets and hereby disclaims any implied representation or warranty relating thereto.

5. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

6. All notices, demands, or other communications given under this Assignment shall be given in accordance with the Purchase Agreement.

7. Assignee hereby accepts the foregoing assignment and transfer of the Acquired Intellectual Property Rights upon the terms and subject to the conditions contained herein.

[Signature Page Follows on Next Page]

EXHIBIT A

Trademarks and Trademark Applications

1. EDITORS' CLOSET (not registered with the United States Patent & Trademark Office)
2. Trademark application filed on October 14, 2009, with the United States Patent & Trademark Office for the registration of the mark EDITORS' CLOSET (Serial #77848108).