

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Marree International Limited		07/29/2010	CORPORATION: BRITISH VIRGIN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SAVOUR CLUB SELECTION		
<b>Street Address:</b>	LeBourg		
<b>City:</b>	69220 Lancie		
<b>State/Country:</b>	FRANCE		
<b>Entity Type:</b>	Societe Anonyme: FRANCE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77700693	LVS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)293-7860		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2022937060		
<b>Email:</b>	tm@sughrue.com		
<b>Correspondent Name:</b>	Cynthia C. Weber		
<b>Address Line 1:</b>	2100 Pennsylvania Avenue, N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20037		
<b>ATTORNEY DOCKET NUMBER:</b>	S13796		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Cynthia C. Weber		
<b>Address Line 1:</b>	2100 Pennsylvania Avenue, N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20037		

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NAME OF SUBMITTER:	Cynthia C. Weber
Signature:	/cynthia c. weber/
Date:	08/17/2010
<b>Total Attachments: 5</b> source=S 13796 assignment doc#page1.tif source=S 13796 assignment doc#page2.tif source=S 13796 assignment doc#page3.tif source=S 13796 assignment doc#page4.tif source=S 13796 assignment doc#page5.tif	

## TRADEMARKS SALE CONTRACT

### THE UNDERSIGNED:

MARREE INTERNATIONAL LIMITED, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands

Company number 1409972

Represented by its sole director FORBIDDEN CITY Ltd (hereinafter referred to as "MARREE" which expression shall unless it be repugnant to the context be deemed to include its successors in title and permitted assigns)

Hereinafter designated as « the Assignor »

**PARTY OF THE FIRST PART,**

### AND:

SAVOUR CLUB SELECTION, Société anonyme, Le Bourg, 69220 Lancia, France

(RCS: 379 443 922)

Represented by Corinne URRACA

Hereinafter designated as « the Assignee »

**PARTY OF THE SECOND PART,**

MARREE INTERNATIONAL LIMITED and SAVOUR CLUB SELECTION being designated hereinafter as « The Parties ».

### HEREBY SET FORTH THE FOLLOWING PREMISES :

The Assignor is the owner of the following trademarks: *La Vie de Star* and *LVS* listed in the schedule hereto.

Hereinafter designated as « the Trademarks ».

These trademarks are all the trademarks currently owned by the Assignor.

The Assignee wishes to acquire ownership of the Trademarks that it is using in different countries under license since the 1<sup>st</sup> december 2008.

The Assignor is prepared to transfer, to it, all rights attached to the said Trademarks under the conditions laid down in the following contract, designated at « the Contract ».

*A. J. P.*

**NOW THEREFORE THE PARTIES HEREBY ENTER INTO THE FOLLOWING AGREEMENT :**

**ARTICLE 1: OBJECT**

The Assignor transfers to the Assignee, which accepts, full and entire ownership of the Trademarks with all of the rights and privileges attached thereto, including the right to file legal proceedings in connection with acts of counterfeiting or of imitation that are not statute-barred.

**ARTICLE 2: GUARANTEES**

MARREE INTERNATIONAL LIMITED agrees to sell all the trade marks listed in the schedule of this Agreement at the following conditions:

1. The trade marks are sold in the state they are on the signing day of the Agreement. MARREE INTERNATIONAL LIMITED gives no warranty or representation as to the fact that any registration authority finally denies registration of any trade marks for whatever reason.
2. MARREE INTERNATIONAL LIMITED shall not be liable for any claims, damages, losses, costs and expenses or any financial or other liabilities arising out of or relating to the use of the sold trade marks on and after the date of this Agreement.
3. SAVOUR CLUB SELECTION agrees that it will settle all the invoices linked to the life of the sold trade marks and issued after the signing day of the Agreement.

The Assignor declares on the day of signature of the Contract that no transfer or operating license has been granted to any person whatsoever, in any connection whatsoever, except to the Assignee.

Furthermore, it declares that the Trademarks are not encumbered by any pledge or security to the benefit of third parties.

**ARTICLE 3: PRICE**

**ARTICLE 4: PAST ROYALTIES**

*A. J. P.*

The Assignor renounce to all the royalties earned or deemed earned since January 1 2009, without liability, indemnity or other compensation for it.

**ARTICLE 5: REGISTRATION FOR TAX PURPOSES**

The Assignee will bear all taxes and duties which arise on registration of the transfer with the local tax authorities.

**ARTICLE 6: REGISTRATION IN THE TRADEMARKS REGISTERS**

The expenses relating to registration of the present transfer in the Trademarks Registers shall be paid by the Assignee, which undertakes to do so.

**ARTICLE 7: POWERS**

Full powers are granted to the bearer of a copy of these presents in order proceed with registration and recording thereof.

Furthermore, the Assignor undertakes to supply any document or signature repeating or confirming the present transfer, on the mere basis of a justified request on the Assignee's part.

**ARTICLE 8: EFFECTIVE DATE - EFFECT**

The Contract shall come into effect on July 1<sup>st</sup> 2010 as of which date the Assignee shall enjoy full and entire ownership of the Trademarks. In that connection, it shall pay to renewal fees, in so far as it wishes to keep the Trademarks in effect.

On the date of the transfer, the Assignee is substituted for and subrogated to all of the Assignor's rights to the Trademarks, and particularly with respect to all current actions and proceedings, both as plaintiff and as defendant.

**ARTICLE 8: APPLICABLE LAW AND JURISDICTION**

Prior to any legal proceedings, the Parties shall seek an agreed solution to their difficulties. If no solution should be found between the Parties, the construction and the performance of the Contract shall be governed by the French Law. The Parties designate the Courts of Paris (France) to enjoy sole jurisdiction in case of dispute.

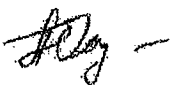
**ARTICLE 9: ELECTION OF DOMICILE**

For performance of the present agreement, each party elects domicile at its Registered Office as indicated above.

*A J.P.*

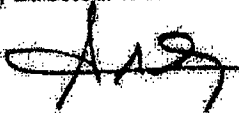
**ARTICLE 10: AUTONOMY OF THE CONTRACT PROVISIONS**

If one of the provisions of this agreement should become void, illegal or non-enforceable, the validity, the legality and the enforceable nature of the others provisions shall not be affected thereby in any way.












SIGNED in Paris on July 29<sup>th</sup>  
For MARREE International Limited  
FORBIDDEN CITY, Director

SIGNED in Paris on July 28<sup>th</sup>  
For SAVOUR CLUB Selection  
Catherine URRACA, Directeur Général



In 4 (four) originals

NOM DE MARQUE  (SI CLASSES CONCERNÉES)  CAS	FAITS	NUMERO DE DÉPÔT	DATE DÉPÔT	ÉCHEANCE RENOUVELLEMENT
		NUMERO D'ENREGISTREMENT	DATE D'ENREGISTREMENT	ÉCHEANCE OPERATION
		NUMERO DE PUBLICATION	DATE DE PUBLICATION	
LVS (DANS UN ROND) VIGNETTE  (Classification internationale) 033- titulaire actuel MARREE INTERNATIONAL LIMITED 17	UNION EUROPÉENNE  26/03/2009	8182751  0182751	26/03/2009  12/01/2010	26/03/2010
LVA (DANS UN ROND) VIGNETTE  (Classification internationale) 033- titulaire actuel MARREE INTERNATIONAL LIMITED 17	CHINE  10/03/2009	7289694  EN ATTENTE	30/03/2009	
LVS (DANS UN ROND) VIGNETTE  (Classification internationale) 033- titulaire actuel MARREE INTERNATIONAL LIMITED 17	ÉTATS UNIS  27/03/2009	777004693  EN ATTENTE	27/03/2009	
LVS + CHATEAU BOURGOGNE VIGNETTE  (Classification internationale) 033- titulaire actuel MARREE INTERNATIONAL LIMITED 18	UNION EUROPÉENNE  10/03/2009	8186603  8186603	30/03/2009  01/12/2009	30/03/2010
LVS + CHATEAU BOURGOGNE VIGNETTE  (Classification internationale) 033- titulaire actuel MARREE INTERNATIONAL LIMITED 18	CHINE  01/04/2009	7295358  EN ATTENTE	01/04/2009	
LVS + CHATEAU BOURGOGNE VIGNETTE  (Classification internationale) 033- titulaire actuel MARREE INTERNATIONAL LIMITED 18	HONG KONG  01/04/2009	301316330  301316330	01/04/2009  01/04/2009	01/04/2010
LVS + CHATEAU BORDEAUX VIGNETTE  (Classification internationale) 033- titulaire actuel MARREE INTERNATIONAL LIMITED 19	UNION EUROPÉENNE  30/03/2009	8186579  8186579	30/03/2009  05/12/2009	30/03/2010
LVS + CHATEAU BORDEAUX VIGNETTE  (Classification internationale) 033- titulaire actuel MARREE INTERNATIONAL LIMITED 19	CHINE  01/04/2009	7295357  EN ATTENTE	01/04/2009	
LVS + CHATEAU BORDEAUX VIGNETTE  (Classification internationale) 033- titulaire actuel MARREE INTERNATIONAL LIMITED 19	HONG KONG  25/03/2009	301316321  301316321	25/03/2009  01/04/2009	25/03/2010

J.P.