

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
2 B Free, LLC		06/30/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	D Lux Brands, LLC		
Street Address:	1231 S Gerhart Ave.		
City:	Commerce		
State/Country:	CALIFORNIA		
Postal Code:	90022		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3281068	2 B FREE	
CORRESPONDENCE DATA			
Fax Number:	(213)630-5745		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2138915031		
Email:	jreider@buchalter.com		
Correspondent Name:	Jessie K. Reider, CA Bar No. 237,113		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 2:	Buchalter Nemer, APC		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	D6378-0001		
NAME OF SUBMITTER:	Jessie K. Reider, CA Bar No. 237,113		
Signature:	/jkr/		

CH \$40.00 3281068

900174565

**TRADEMARK
 REEL: 004301 FRAME: 0230**

Date:

10/20/2010

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Agreement") is entered into as of June 30, 2010 (the "Effective Date") by and between 2 B Free, LLC, a California limited liability company ("Assignor"), and D Lux Brands, LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as the date hereof (the "Asset Purchase Agreement"), providing for, among other things, the sale, conveyance, transfer and delivery by Assignor of all right, title and interest in and to the Intellectual Property owned by Assignor; and

WHEREAS, Assignor has agreed to transfer, sell and assign to the Assignee all right, title and interest in and to the marks and/or trade names set forth on Schedule A hereto, together with the goodwill associated therewith (the "Marks").

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all right, title and interest in and to the Marks, together with the goodwill associated with such Marks.
2. Rights and Privileges. All rights and privileges, including without limitation the right to sue for and receive all damages from future infringements of the Marks, shall be held and enjoyed by the Assignee and its successors and assigns.
3. Further Assurances. The Assignor agrees to execute and deliver at any future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.
4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademark of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademark, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the terms and conditions set forth in Section 8.8 of the Asset Purchase Agreement.
6. Defined Terms. Any defined term not specifically defined herein shall have the meaning specified to it in the Asset Purchase Agreement.
7. Integration. This Agreement, together with the Asset Purchase Agreement and its exhibits and schedules, represents the entire agreement and understanding between the parties concerning the subject matter hereof, and may not be amended except by the written agreement of the parties.
8. Counterparts. This Agreement may be executed in two or more counterparts, which may be facsimile counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNEE:

2 B FREE, LLC
a California limited liability company

By: 

Name: Cedric Benaroch
Title: managing member

ASSIGNOR:

D Lux Brands, LLC
a California limited liability company

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNEE:

2 B FREE, LLC
a California limited liability company

By: _____
Name:
Title:

ASSIGNOR:

D Lux Brands, LLC
a California limited liability company

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

1. 2 B Free

BN 6416031v2

SCHEDULE A

RECORDED: 10/21/2010

**TRADEMARK
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