

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--|-----------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Assignment | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wellements, LLC | | 05/21/2009 | LIMITED LIABILITY COMPANY: ARIZONA |
| RECEIVING PARTY DATA | | | |
| Name: | Bora Bora, Ltd | | |
| Street Address: | 1050 17 Street | | |
| Internal Address: | Suite 1000 | | |
| City: | Denver | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80265 | | |
| Entity Type: | CORPORATION: COLORADO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3550245 | BORA BORA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (516)663-6705 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 516-663-6505 | | |
| Email: | spersaud@rmfpc.com | | |
| Correspondent Name: | John A. DeMaro | | |
| Address Line 1: | 1425 RXR Plaza | | |
| Address Line 4: | Uniondale, NEW YORK 11556 | | |
| NAME OF SUBMITTER: | John A. DeMaro | | |
| Signature: | /John A. DeMaro/ | | |
| Date: | 11/16/2010 | | |

OP \$40.00 3550245

Total Attachments: 2

source=BORA BORA ASSIGNMENT#page1.tif

source=BORA BORA ASSIGNMENT#page2.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated May 21, 2009, is entered into by and between Wellements, LLC, an Arizona limited liability company, with an address of 8435 N. 90th Street, Suite 7, Scottsdale, AZ 85258 ("Assignor") and Bora Bora, Ltd, a Colorado corporation with an address of 1050 17 Street, Suite 1000, Denver, CO 80265 ("Assignee").

RECITALS

A Assignor is the owner of the marks identified on Schedule A attached hereto (the "Marks")

B. Pursuant to the Asset Purchase Agreement dated May 8, 2009 between Assignor and Assignee, Assignor agreed to assign its right, title and interest in the Marks to Assignee as a successor to and as part of the on-going business acquired by Assignee.

Now, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

Assignor hereby assigns to Assignee all right, title and interest, including common law rights, in and to the Marks, including the right to file for protection of the Marks, together with the goodwill of the businesses associated with the Marks, and that portion of the business which is ongoing and existing to which the Marks pertain. Assignor agrees to perform, at Assignee's request, all acts and to execute all documents necessary for Assignee to perfect its ownership in and to the Marks.

IN WITNESS WHEREOF, this Assignment has been signed on behalf of each of the parties hereto as of the date first written above.

WELLEMENTS, LLC

By: _____

Name: KEYVAN TAHERI

Title: CEO/PRESIDENT

Dated: May 22, 2009

On this 22 day of May, 2009, the foregoing Assignment was executed before me by Keyvan Taheri, CEO of Assignor, on behalf of Assignor

My Commission Expires: Oct. 4, 2009

By: Robyn Jackson
NOTARY PUBLIC

BORA BORA, LTD.

By: _____

Name: Earle D. Bellamy

Title: Vice President & General Counsel

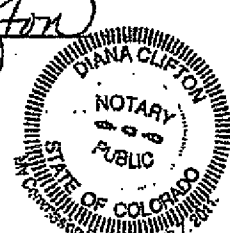
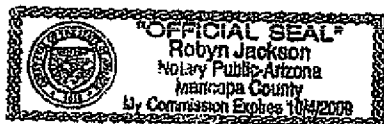
Dated: May 21, 2009

On this 21 day of May, 2009, the foregoing Assignment was executed before me by Earle D. Bellamy, Vice President & General Counsel of the Assignee, on behalf of Assignee

My Commission Expires: March 7, 2011

By: Diana Clifton
NOTARY PUBLIC

2190785714853 002



SCHEDULE A

| MARK | COUNTRY | APP. NO. / REG. NO. |
|------------------|---------------------------------|----------------------------|
| BORA BORA | Canada | 1,284,161 |
| BORA BORA | United States | 3,550,245 |
| BORA BORA | Mexico | 983014 |
| BORA BORA | European Community (CTM) | 4800835 |

2190785/14853 002