

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
Tracy Reynolds		11/28/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Multicultigirl LLC		
Street Address:	61 Driftwood Drive		
City:	Port Washington		
State/Country:	NEW YORK		
Postal Code:	11050		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77613610	MULTICULTIGIRL	
Serial Number:	77907053	MADLOVE BEAUTY	
CORRESPONDENCE DATA			
Fax Number:	(212)451-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-451-2300		
Email:	ktrapani@olshanlaw.com		
Correspondent Name:	Olshan Grundman		
Address Line 1:	65 E 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	7863.001		
NAME OF SUBMITTER:	Mary L. Grieco		
Signature:	/mary grieco/		
Date:	12/15/2010		

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TRADEMARK
REEL: 004433 FRAME: 0762

Total Attachments: 6

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ASSIGNMENT OF TRADEMARK

This **Assignment Agreement** is made effective as of November 28, 2010 between Tracy Reynolds of 61 Driftwood drive, Port Washington, NY 11050, herein referred to as "Assignor", and Multicultigirl LLC, a Delaware limited liability company formed October 4, 2010 ("MCG") having an address of 61 Driftwood drive, Port Washington, NY 11050, herein referred to as "Assignee".

WHEREAS, ASSIGNOR is the owner of the trademarks (the Marks") and other intellectual property ("the Property") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products").

WHEREAS, ASSIGNEE is the successor to the portion of the Assignor's business to which the Marks pertain. Such business is ongoing and existing.

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks and the Property.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks and the Property, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered, (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks, (3) all rights to sue for past, present and future infringements or misappropriations of the Marks and (4) all rights to any further developments relating to the Marks and Products.

ASSIGNOR further covenants that it and/or its power of attorney will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks and the Property.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

Tracy Reynolds

/s/ Tracy Reynolds

**ACKNOWLEDGEMENT**

State Of New York)

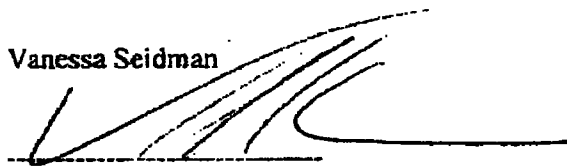
County of New York)

TRADEMARK**REEL: 004433 FRAME: 0764**

On November 28, 2010, before me, Vanessa R. Seidman Notary Public, personally appeared Tracy Reynolds, proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Vanessa Seidman



Signature of Notary Public

[SEAL]

VANESSA R. SEIDMAN
Notary Public, State of New York
No. 31-45947-2
Qualified in New York
Commission Expires April 13, 2013

EXHIBIT A

A. TRADEMARK RIGHTS

MULTICULTIGIRL	MADLOVEBEAUTY	Multiculti Girls
<p>U.S. Trademark Application Mark: MULTICULTIGIRL Serial No.: 77613610 Class: 3 Our Ref: TR001 USA A3</p> <p>Dear Vanessa:</p> <p>On June 23, 2009 the US Patent and Trademark Office ("PTO") issued a "Notice of Allowance" for this application, which covers the following goods:</p> <p><i>Cosmetics; Fragrances for personal use; Hair care preparations; Non-medicated bath preparations; Non-medicated skin care preparations; Soaps for personal use, in class 3</i></p> <p>The PTO will not issue a registration for this mark until a Statement of Use is filed</p> <p>Since the Notice of Allowance for the mark was issued on June 23, 2009, the client will ultimately have until June 23, 2012 to begin using the mark in U.S. commerce, provided that we file timely extension requests.</p>	<p>U.S. TRADEMARK APPLICATION</p> <p>Mark: MADLOVE BEAUTY</p> <p>Serial No.: 77907053</p> <p>Class: 3</p> <p>Our Ref.: TR002 USA A3</p> <p>Dear Vanessa:</p> <p>The opposition period for the above-referenced trademark application has passed successfully without any oppositions being filed by third parties. Accordingly, on <u>July 20, 2010</u> the US Patent and Trademark Office ("PTO") issued a "Notice of Allowance" for this application, which covers the following goods:</p> <p><i>Cosmetics; Fragrances for personal use; Hair care preparations; Non-medicated bath preparations; Non-medicated skin care preparations; Soaps for personal use, in class 3.</i></p> <p>We have attached a copy of the Notice of Allowance for your records. The PTO will not issue a registration for this mark until a Statement of Use is filed, verifying that the mark is actually being used in commerce as to ALL the goods listed in the application. If you begin using the mark on some goods but not others, those goods can be divided out of the application upon the payment of an additional fee. You must now act by <u>January 20, 2011</u> by either filing the Statement of Use, or an extension request. Failure to do so will result in the abandonment of this application. Since the Notice of Allowance for this mark was issued on <u>July 20, 2010</u>, you will ultimately have until <u>July 20, 2013</u> to begin using the mark in U.S. commerce, provided that you file timely extension requests.</p>	

All extension filings related to the above, and related filings, including without limitation regarding the trademarks, but for additional Classes, or Products.			

B. OTHER PROPERTY

1. Domain Names

-- Multicultigirl

--MadLoveBeauty

-- _____

-- _____

2. All rights under and to the Agreement dated _____ between _____ and _____.

3. All rights to the Multicultigirl and MadLoveBeauty Website and software content

4. Logos, Art, Processes

a.



b. "MultiCultiGirl" (as above, without the MADLOVE BEAUTY)

c. All MultiCultiGirl art, including without limitation, pictures of girls related to MulticultiGirl, for example, but by no means limitation, the following

d.

