

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
Babytrades, LLC		01/11/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Samba, LLC		
Street Address:	37 West 17th Street		
Internal Address:	Suite 7E		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85026779	EL TOPO	
Serial Number:	85026773	NINA FRESA	
Serial Number:	77037888	SAMBATINI	
CORRESPONDENCE DATA			
Fax Number:	(212)245-3009		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-519-5169		
Email:	jviguie@kanekessler.com		
Correspondent Name:	Jeannine Anguiano		
Address Line 1:	1350 Avenue of the Americas		
Address Line 2:	26th Floor		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	4422-2		

OP \$90.00 85026779

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**TRADEMARK
 REEL: 004451 FRAME: 0732**

NAME OF SUBMITTER:	Jeannine Anguiano
Signature:	/jeannine anguiano/
Date:	01/12/2011
Total Attachments: 3 source=Samba Assignment#page1.tif source=Samba Assignment#page2.tif source=Samba Assignment#page3.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Babytrades, LLC, a limited liability company organized and existing under the laws of the State of Delaware, with offices at 37 West 17th Street, Suite 7E, New York, NY 10011, United States of America (hereinafter the "ASSIGNOR") is the owner of the trademark(s) set forth on the attached Schedule "A", for which application(s) for registration have been filed in the United States Patent and Trademark Office and elsewhere as indicated on Schedule "A" (the "Trademarks");

WHEREAS, Samba, LLC, a limited liability company organized and existing under the laws of the State of Delaware, with offices at 37 West 17th Street, Suite 7E, New York, NY 10011, United States of America (hereinafter called the "ASSIGNEE") is desirous of acquiring all right, title and interest owned by ASSIGNOR in and to the Trademarks and the registrations thereof and/or pending applications therefor.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR by these presents does sell, assign and transfer unto ASSIGNEE, its successors and assigns, all common law rights, title and interest in and to Trademarks, together with the goodwill connected with the use of and symbolized by the Trademarks and all applications and registrations related thereto. ASSIGNOR further transfers and assigns to the ASSIGNEE the ongoing and existing businesses associated with the Trademarks and the goods and services related thereto.

It is hereby covenanted that ASSIGNOR has the full right to convey the entire interest herein assigned, and the ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR further covenants and agrees that it will each time request is made and without delay execute and deliver all such papers as may be necessary

or desirable to perfect the title to said Trademarks in said ASSIGNEE, its successors, assigns, nominees or legal representatives, and ASSIGNOR agrees to communicate to said ASSIGNEE or to its nominees all known facts respecting said Trademarks, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, re-issue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper trademark protection for said Trademarks in any and all countries, all at the reasonable expense, however, of said ASSIGNEE, its successors, assigns, nominees or legal representatives.

IN WITNESS WHEREOF, ASSIGNOR has hereunto executed this instrument this 11th day of January 2011.

BABYTRADES, LLC

By: 

Name:

DANIELLE BILLERA

Title:

MANAGING MEMBER

SAMBA, LLC

By: 

Name:

DANIELLE BILLERA

Title:

MANAGING MEMBER

Schedule A

<u>Trademark</u>	<u>Serial No.</u>	<u>Country</u>
EL TOPO	85/026,779	United States
NINA FRESA	85/026,773	United States
SAMBATINI	77/037,888	United States
EL TOPO	009484072	European Union
NINA FRESA	009484254	European Union