

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
LSO, LTD		01/17/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	Robert L McGinley		
Street Address:	1028 N. Mayflower Street		
City:	Anaheim		
State/Country:	CALIFORNIA		
Postal Code:	92801		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2010283	LIFESTYLES	
Registration Number:	2008780	LIFESTYLES TOURS & TRAVEL	
Registration Number:	2910777	A LIFESTYLES EXPERIENCE	
Registration Number:	3467869	LIFESTYLES RESORTS	
CORRESPONDENCE DATA			
Fax Number:	(714)723-6845		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	mcginleyr@msn.com		
Correspondent Name:	Robert L. McGinley		
Address Line 1:	1028 N. Mayflower Street		
Address Line 4:	Anaheim, CALIFORNIA 92801		
NAME OF SUBMITTER:	Robert L. McGinley		
Signature:	/Robert L. McGinley/		
Date:	01/18/2011		

OP \$115.00 2010283

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Agreement is by and between LSO, LTD ("Assignor") and Robert L. McGinley ("Assignee").

WHEREAS, Assignor, is the owner of that certain trademark(s) identified as follows:

1. Trademark Registration No. - 2010283, *Lifestyles (stylized)*, organizing trade shows featuring adult themed products
 2. Trademark Registration No. - 2008780, *Lifestyles Tours & Travel*, organizing and conducting travel tours for adults
 3. Trademark Registration No. - 2910777, *A Lifestyles (stylized) Experience*, marketing of adult only resort facilities and tours for others
 4. Trademark Registration No. - 3467869, *Lifestyles (stylized) Resorts*, arranging travel tours, coordinating travel arrangements for individuals and for groups
- collectively ("Trademarks"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks.

NOW, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights, in and to the Trademarks.
2. **Representations and Warranties.** Assignor represents and warrants to Assignee:
 - a. Assignor has the right, power and authority to enter into this Agreement;
 - b. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
 - c. The Trademarks are free of any liens, security interests, encumbrances or licenses;
 - d. The Trademarks do not infringe the rights of any person or entity;
 - e. There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
 - f. This Agreement is valid, binding and enforceable in accordance with its terms; and
 - g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
3. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
4. **Amendment.** This Agreement may be amended only by a writing signed by both parties.
5. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this

- Agreement and such terms, provision, covenant or conditions as applied to other persons, places and circumstances shall remain in full force and effect.
6. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and delivery any documents that may be reasonably necessary to carry out the provision of this Agreement.
 7. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California.

Date:



Assignee
Robert L. McGinley



Assignor
LSO, LTD.