

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Max Rave, LLC		12/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	MLA Multibrand Holdings, Inc.		
Street Address:	2761 Fruitland Avenue		
City:	Vernon		
State/Country:	CALIFORNIA		
Postal Code:	90058		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
Property Type	Number	Word Mark	
Registration Number:	2463053	LOLA	
Registration Number:	3410475	LOLA	
Registration Number:	3399602	LOLA	
Registration Number:	1301774	LOLA	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(415)393-9887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 954-0200		
Email:	trademark@ssd.com		
Correspondent Name:	Philip R. Zender, Esq.		
Address Line 1:	275 Battery Street, Suite 2600		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	041130.1		
NAME OF SUBMITTER:	Philip R. Zender, Esq.		

CH \$115.00 2463053

**900182379**

**TRADEMARK**  
**REEL: 004461 FRAME: 0252**

Signature:	/Philip R. Zender/
Date:	01/26/2011
Total Attachments: 5 source=LOLA TM Assignment#page1.tif source=LOLA TM Assignment#page2.tif source=LOLA TM Assignment#page3.tif source=LOLA TM Assignment#page4.tif source=LOLA TM Assignment#page5.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Trademark Assignment") is made and entered into as of December 10, 2010, by and among Max Rave, LLC, a Delaware limited liability company ("Assignor"), and MLA Multibrand Holdings, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns the trademarks, trade names and service marks set forth on Schedule A, including all rights in the designs therein and the associated goodwill (collectively, the "Trademarks");

WHEREAS, Assignor has agreed to assign its entire right, title and interest in and to the Trademarks to Assignee free and clear of all adverse interests; and

WHEREAS, Assignee agrees to acquire Assignor's entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**1. Assignment and Assumption.** Effective as of 11:59 p.m. (Pacific time) on December 10, 2010 (the "Effective Time"), Assignor hereby assigns, sells, transfers and sets over (collectively, the "Assignment") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to, the Trademarks, including without limitation: all applications, registrations and renewals which may have been or may be issued or filed in respect thereto; all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademarks and all causes of action (in law and/or equity) and the right to sue, counterclaim and recover for past, present and future infringement, misappropriation, dilution or other violation of the rights assigned to Assignee hereunder; and all rights corresponding to any of the foregoing throughout the world (if any) with no restriction to Assignee's rights to modify any Trademarks and to win all rights in such modifications.. Assignee hereby accepts the Assignment and assumes the Trademarks with such rights set forth herein.

**2. Further Actions.** Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption.

**3. Amendments; Waivers.** This Trademark Assignment and any schedule or exhibit attached hereto may be amended only by agreement in writing of all parties. No waiver of any provision nor consent to any exception to the terms of this Trademark Assignment or any agreement contemplated hereby shall be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

**4. Schedules; Integration.** Each schedule delivered pursuant to the terms of this Agreement shall be in writing and shall constitute a part of this Trademark Assignment. This

Trademark Assignment, together with such schedules, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

**5. Governing Law.** This Trademark Assignment and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.

**6. Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any judicial decree or decision, the remaining provisions of this Trademark Assignment shall remain in full force and effect; provided, that the essential terms and conditions of this Trademark Assignment for all parties remain valid, binding and enforceable. In the event of any such determination, the parties agree to negotiate in good faith to modify this Trademark Assignment to fulfill as closely as possible the original intents and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

*[Signature Page Follows]*

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

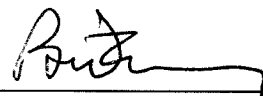
ASSIGNOR

ASSIGNEE

MAX RAVE, LLC  
a Delaware limited liability company

MLA MULTIBRAND HOLDINGS, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

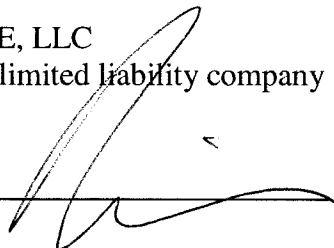
By:  \_\_\_\_\_  
Name: Brian Fleming  
Title: Chief Financial Officer

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

ASSIGNOR

MAX RAVE, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



ASSIGNEE

MLA MULTIBRAND HOLDINGS, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
<b>LOLA</b>	3399602	March 18, 2008
<b>LOLA</b>	3410475	April 8, 2008
<b>LOLA (Stylized)</b>	2463053	June 26, 2001
<b>LOLA (Stylized)</b>	1301774	October 23, 1984