

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>J. Strickland & co.</td> <td></td> <td>07/30/2010</td> <td>CORPORATION: TENNESSEE</td> </tr> <tr> <td>Hoyt's Company, Inc.</td> <td></td> <td>07/30/2010</td> <td>CORPORATION: TENNESSEE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	J. Strickland & co.		07/30/2010	CORPORATION: TENNESSEE	Hoyt's Company, Inc.		07/30/2010	CORPORATION: TENNESSEE	
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J. Strickland & co.		07/30/2010	CORPORATION: TENNESSEE										
Hoyt's Company, Inc.		07/30/2010	CORPORATION: TENNESSEE										
RECEIVING PARTY DATA													
Name:	Indio Products, Inc.												
Street Address:	2750 So. Alameda Street												
City:	Los Angeles												
State/Country:	CALIFORNIA												
Postal Code:	90058												
Entity Type:	CORPORATION: CALIFORNIA												
PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>0589608</td> <td>HOYT'S COLOGNE</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	0589608	HOYT'S COLOGNE							
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Registration Number:	0589608	HOYT'S COLOGNE											
CORRESPONDENCE DATA													
Fax Number:	(703)935-8473												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	5713137559												
Email:	MAIL@SHERR-LAW.COM												
Correspondent Name:	Todd A. Vaughn												
Address Line 1:	Sherr & Vaughn, PLLC												
Address Line 2:	320 Herndon Parkway, Suite 320												
Address Line 4:	Herndon, VIRGINIA 20170												
ATTORNEY DOCKET NUMBER:	529-0014												
NAME OF SUBMITTER:	TODD A. VAUGHN												
Signature:	/TAV/												

OP \$40.00 0589608

900182966

TRADEMARK
 REEL: 004466 FRAME: 0059

Date:

02/02/2011

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is made effective as of July 30, 2010, by **J. STRICKLAND & CO.**, and **HOYT'S COMPANY, INC.**, Tennessee corporations ("Assignor"), and **INDIO PRODUCTS, INC.**, a California corporation with a place of business at 2750 So. Alameda Street, Los Angeles, CA 90058 ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in, to and under the trademarks, and the corresponding applications and registrations therefor, listed on Schedule I hereto, together with the goodwill associated therewith (the "Trademarks");

WHEREAS, pursuant to an Asset Purchase Agreement by and between Assignee and Assignor, dated as of the date hereof (the "Purchase Agreement"), Assignor sold, assigned, transferred and conveyed to Assignee all of Assignor's right, title and interest in, to and under the Trademarks (the "Assignment of the Trademarks"); and

WHEREAS, Assignor and Assignee now desire to confirm the Assignment of the Trademarks for purposes of filing the same with the United States Patent and Trademark Office (the "USTPO").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment of Trademarks.** Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee, and its successors and assigns, all of Assignor's right, title and interest in, to and under the following:

- a) the Trademarks;
- b) any and all registrations and applications for registration of the Trademarks; and
- c) the goodwill associated with the Trademarks.

2. **Recordation of Assignment.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the USTPO to record each of the Trademarks, and title thereto, as the property of Assignee, in accordance with the terms of this Agreement.

3. **Governing Agreement.** Nothing in this Agreement, express or implied, is intended to or shall be construed to expand or vary in any way the terms of the Purchase Agreement. To the extent there is any difference between this Agreement and the Purchase Agreement, the Purchase Agreement shall govern.

4. **Amendments and Waivers.** No alteration, modification or change of this Agreement shall be valid except by an agreement in writing executed by the parties hereto. No failure or delay by any party hereto in exercising any right, power or privilege hereunder (and no course of dealing between the parties) shall operate as a waiver of any such right, power or privilege. No waiver of any default on any one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of any such right, power or privilege shall preclude the further or full exercise thereof

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Tennessee applicable to agreements made and to be performed therein.

6. **Binding Effect; Third Party Beneficiaries.** This Agreement and the covenants and agreements herein contained shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns; and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any rights, remedies, obligations or liabilities under or by reason of this Agreement.

7. **Survival.** All representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect as provided in the Purchase Agreement.

8. **Counterparts; Signature by Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. This Agreement may be executed by any party by the delivery by such party by facsimile or other electronic transmission of a copy of the signature page of this Agreement duly executed by such party. Any copy of this Agreement so executed by facsimile or other electronic transmission shall be deemed to be an originally executed copy of this Agreement.

[Signature page follows.]

SCHEDULE I

TRADEMARKS


Trademark : Hoyt's Cologne

Registration No. 589,608


IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ASSIGNOR:

J. STRICKLAND & CO.

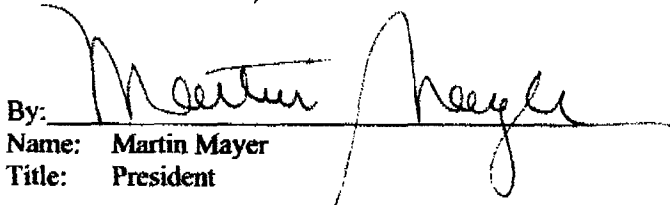
By: 
Name: JAMES McKelroy
Title: Executive V.P.

HOYT'S COMPANY, INC.

By: 
Name: JAMES McKelroy
Title: Executive V.P.

ASSIGNEE:

INDIO PRODUCTS, INC.

By: 
Name: Martin Mayer
Title: President

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