

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sanctuary Clothing, Inc. | | 01/25/2008 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Sanctuary Clothing LLC | | |
| Street Address: | 5721 Cahuenga Boulevard | | |
| City: | North Hollywood | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91601 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2757327 | SANCTUARY CLOTHING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (310)820-5988 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 310-207-3800 | | |
| Email: | Pete_Bromaghim@bstz.com | | |
| Correspondent Name: | Peter B. Bromaghim | | |
| Address Line 1: | 12400 Wilshire Boulevard | | |
| Address Line 2: | 7th Floor | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90025-1040 | | |
| ATTORNEY DOCKET NUMBER: | 006011.T001 | | |
| NAME OF SUBMITTER: | PETER B. BROMAGHIM | | |
| Signature: | /PeterBromaghim/ | | |
| Date: | 02/02/2011 | | |

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Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Agreement"), dated as of January 25, 2008 (the "Effective Date") is from Sanctuary Clothing, Inc., a California corporation ("Assignor") to Sanctuary Clothing LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and trademark applications described on Schedule A (the "Trademarks") attached hereto; and

WHEREAS, Assignor desires to transfer the Trademarks to Assignee.

1. Assignment. Assignor hereby assigns and transfers unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Trademarks, including without limitation the right to any registrations thereof, the right to prosecute any applications therefor, the right to sue for past and future infringement and the right to the goodwill of the business connected with the use of and symbolized by the mark.
2. Further Assurances. Assignor will execute any and all additional documents that may be reasonably necessary for Assignee to perfect the transfer of rights set forth herein.
3. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns.
4. Representations. This Agreement is subject to the terms and conditions of that certain Contribution Agreement dated as of the date hereof, by and among the Assignor, Assignee, VCS Group LLC, Kenneth Polanco and Debra Polanco (the "Contribution Agreement"), and the respective representations, warranties, covenants, agreements and obligations made in the Contribution Agreement by the parties to the Contribution Agreement and incorporated herein by reference, constitute an integral part of this Agreement.
5. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Delaware, United States of America.
6. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature Page Follows]

Schedule A

| Mark (Country) | Serial No. Filing Date | Registration No. Registration Date |
|------------------------------|-----------------------------|---------------------------------------|
| SANCTUARY (U.S.) | 76/402,267 4/30/02 | 2,757,327 8/26/03 |
| SANCTUARY (Canada) | 1187631 8/19/03 | TMA633312 2/21/05 |
| SANCTUARY ANGeles (EU) | LOS 004727095 11/17/05 , | 004727095 11/16/05 |