

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
Marc Bohbot		01/18/2011	INDIVIDUAL: UNITED STATES
Michele Bohbot		01/18/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Fashion Brands Holding Corporation		
Street Address:	318 North Carson Stree, Suite 208		
City:	Carson City		
State/Country:	NEVADA		
Postal Code:	89701		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1806214	BISOU-BISOU	
Registration Number:	2431662	BISOU BISOU	
Registration Number:	2449332	BISOU BISOU	
Registration Number:	2885605	BISOU BISOU	
Registration Number:	3006324	BISOU BISOU	
CORRESPONDENCE DATA			
Fax Number:	(310)286-0488		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3109854283		
Email:	mpilosof@ipbymbp.com		
Correspondent Name:	Maurice B. Pilosof		
Address Line 1:	1925 Century Park East, Suite 2300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Maurice B. Pilosof		

OP \$140.00 1806214

Signature:	/Maurice B. Pilosof/
Date:	02/13/2011
Total Attachments: 5 source=Marc B Mich B- FB assn#page1.tif source=Marc B Mich B- FB assn#page2.tif source=Marc B Mich B- FB assn#page3.tif source=Marc B Mich B- FB assn#page4.tif source=Marc B Mich B- FB assn#page5.tif	

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark is dated as of January 18, 2011 (Effective Date), and is entered into by and between Marc Bohbot and Michele Bohbot on the one hand (collectively (Assignors)) and Fashion Brands Holding Corporation, a Nevada corporation (Assignee) (hereinafter collectively referred to as Parties), with reference to the following facts:

A. Assignors presently are the owners/registrants of various Bisou Bisou trademarks, including, without limitation, the following trademarks registered with the United States Patent and Trademark Office, an agency of the United States Department of Commerce as follows:

Serial Numbers: United States Trademark Registration Nos. 1,806,214, 2,431,662, 2,449, 332, 2,885,605, and 3,006,324, as well as the following international registrations: Community Trademark Registration (CTM) No. 2224220. (hereinafter the "Bisou Bisou Trademarks")

B. Assignors now desire to assign, transfer and convey to Assignee any and all interest, claim, title and ownership in all of the Bisou Bisou Trademarks and Assignee is ready, willing and able to accept Assignor's assignment, transfer and conveyance of all interest in the Trademarks.

NOW THEREFORE, in consideration of the covenants and conditions described in the Agreement and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Parties hereby incorporate into this Agreement all of the items of Recitals listed above.
2. Assignment of Interest. Assignors hereby assign, transfer, convey and deliver to Assignee all of Assignors' right, title, and interest of whatever kind in and to the Bisou Bisou Trademarks, together with (1) the goodwill of the business relating to the Bisou Bisou Trademarks, (2) all rights to sue for past, present, and/or future infringements or misappropriations of the Bisou Bisou Trademarks, and (3) all income, royalties, and damages due or payable to Assignors with respect to the Bisou Bisou Trademarks on or after the Effective Date (hereinafter "Interest").
3. Warranties and Representations by Assignor: Assignors hereby warrant and represent the following:
 - a. That the Interest is owned free and clear of all liens, claims, pledges and other interests or encumbrances;
 - b. That the Interest has not been transferred, pledged or sold to any other person;

c. That valid and marketable title to the Interest will be transferred by Assignors to Assignee, free and clear of all liens, claims, pledges, and other interests or encumbrances.

d. That Assignors have the power and authority to assign, convey and transfer to Assignee the Interest free and clear of all liens, claims, pledges and other interest or encumbrances without any approvals or consent; and

e. That Assignors have been represented or has had the right to be represented by independent legal and tax counsel of their own choice regarding this transaction.

4. Miscellaneous Provisions:

a. Each of the Parties acknowledges that they have had the opportunity to be represented by counsel and has in fact been represented by counsel of their own choosing in the negotiations culminating in this Agreement. Each of the Parties further acknowledges that they have received independent legal advice from his attorney(s) with respect to the contents of this Agreement and the rights and asserted rights arising out of this Agreement.

b. Each of the Parties represents and warrants that they have carefully read this Agreement; that they know and fully understand its contents; that they have executed this Agreement freely, voluntarily, and with full knowledge of any rights they may have with respect to any of the other parties to this Agreement; and that they have had an adequate opportunity to make whatever investigation or inquiry which that party deems necessary or desirable in connection with the subject matter of this Agreement, before the execution and delivery of this Agreement and acceptance of the consideration acknowledged herein.

c. Each of the Parties represents and warrants that they have not relied upon any statement of fact or omission to state a fact by any of the other parties to this Agreement, or by any person acting on behalf of any of the Parties to this Agreement, with respect to the matters covered by this Agreement and the differences, disagreements, and disputes between the Parties.

d. This document contains the entire agreement and understanding concerning the subject matter between the Parties with respect to the matters described herein. Each of the Parties represents and warrants that they understands and agree that there have been no promises, agreements or inducements not expressed in this Agreement. Each of the Parties further acknowledges that they have not executed this Agreement in reliance on any statement, representation, or warranty either written or oral, not expressly set forth in this Agreement.

c. This Agreement shall inure to the benefit of each of the Parties hereto, their predecessors, successors, representatives, heirs, devisees, and assigns and shall be binding upon each of the Parties, his or her predecessors, successors, representatives, heirs, devisees, and assigns.

f. Each of the Parties represents and warrants that the person signing this Agreement on his/her behalf has the full power and authority to bind him/her to the terms of this Agreement, without the need of any further consent.

g. This Agreement may not be altered, amended, modified, or waived, except by an instrument in writing executed by each of the Parties to this Agreement.

h. Each of the Parties agree to cooperate and to execute any other documents which may be required to effect the terms of this Agreement. Each of the Parties further agree to take any and all action(s) necessary or appropriate to execute and discharge his responsibilities and obligations created by this Agreement and to effectuate and carry out the intentions and purposes of this Agreement.

i. If any provision of this Agreement is held void or unenforceable, all other provisions shall nevertheless continue in full force and effect. This Agreement may be executed in counterparts, each of which shall be deemed original.

j. Whenever the singular number used in this Agreement and when required by the context, the same shall include the plural. Whenever the masculine gender is used in this Agreement, the same shall include the feminine and neuter genders. The word "person" as used in this Agreement shall include any natural person, corporation, firm, partnership, or other form of association or entity.

k. The language in all parts of this Agreement in all cases shall be construed in accordance with its fair meaning, as if prepared by all of the Parties to this Agreement and not strictly for or against any of the Parties. The legal doctrine of construction of ambiguities against the drafting party shall not be employed in any interpretation of this Agreement.

l. This Agreement, as well as any further differences, disagreements, and/or disputes between the Parties, shall, in all respects, be interpreted, construed, governed, enforced, and resolved pursuant to the laws of the State of California and exclusively by a Court located in the County of Los Angeles, State of California.

m. Should it become necessary for any of the Parties to commence legal action to enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover from the unsuccessful party all costs and expenses, including but not limited to attorney's fees, incurred therein by the prevailing party.

m. Time is of the essence for all provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date stated above, at Los Angeles, California.

ASSIGNORS:

MARC BOHBOU

Dated:

NICHOLE BOHBOU

Dated:

ASSIGNEE:

FASHION BRANDS
HOLDING CORPORATION

By:

Its:

Dated:

TRADEMARK

REEL: 004480 FRAME: 0013

State of California)
County of)

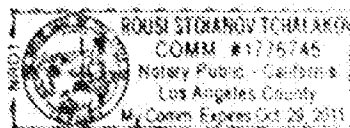
CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On _____ before me, _____
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/his authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: _____

(Seal)

OPTIONAL INFORMATION

This information is optional on this certificate and not required by law. It is subject to removal and is not a part of the public record. It is not to be used to identify the document or to identify persons appearing on the instrument.

Description of Attached Document

Description of document: _____

Method of signer identification

Based on the following type of identification:
 Knowledge of the signer Other (specify): _____

Signer's capacity or authority: _____

Number of signers: _____
Page # _____

Signer's name: _____

Notary contact: _____

Other: _____

Signature: _____
Name: _____
Title: _____

Notary Public for the State of California

TRADEMARK