

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
R&S SPORTSWEAR, INC.		03/01/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HL INTELLECTUAL PROPERTIES, INC.		
Street Address:	301 W. WHIPPLE STREET		
Internal Address:	SUITE E		
City:	PRESCOTT		
State/Country:	ARIZONA		
Postal Code:	86303		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2979985	HAUTE LOOK	
CORRESPONDENCE DATA			
Fax Number:	(928)717-0160		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	928-717-2218		
Email:	DSGLAW@MSN.COM		
Correspondent Name:	DONALD S. GRIER		
Address Line 1:	1800 TIMBER COVE LANE		
Address Line 4:	PRESCOTT, ARIZONA 86305		
ATTORNEY DOCKET NUMBER:	HAUTE-25		
NAME OF SUBMITTER:	DONALD S. GRIER		
Signature:	/DSG/		
Date:	03/09/2011		

OP \$40.00 2979985

Total Attachments: 3
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter "Assignment"), is dated and effective as of February 11, 2011 ("Effective Date"), and is made by and between HL Intellectual Properties, Inc., an Arizona corporation having offices at 301 W. Whipple Street, Suite E, Prescott, Arizona 85303 (hereinafter, "Assignee"), and R&S Sportswear, Inc., a California corporation having a principal place of business at 2640 E. 26th Street, Vernon, California 90058 (hereinafter, "Assignor"). Assignors and Assignee agree as follows:

WHEREAS, Assignor is the owner of the United States trademark registration number 2979985 in international class 25 for the mark "Haute Look" (hereinafter "Trademark");

WHEREAS, Assignee desires to acquire the Trademark owned by Assignor, together with the goodwill symbolized by the foregoing; and

WHEREAS, Assignor desires to convey, transfer, assign, and deliver to Assignee all of Assignor's right, title, and interest in and to the Trademark and all goodwill associated therewith.

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

1. Assignor represents and warrants that, as of the Effective Date, it is the sole owner of the Trademark in the United States, and that it has not granted, licensed, or assigned to any third party, or otherwise encumbered, any portion of Assignor's rights in the Trademark anywhere in the world.
2. Assignor hereby conveys, transfers, assigns, and delivers to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Trademark, and all goodwill associated therewith, worldwide.
3. In consideration of said assignment, Assignee shall pay to Assignor, the total sum of Five Thousand Dollars (\$5,000.00) upon full execution of this Assignment and receipt of the original Trademark certificate.
4. Assignor's sale, assignment, grant, transfer and conveyance to Assignee of Assignor's rights in and to the Trademark, shall include, without limitation, all rights that may now or hereafter be vested in or controlled by Assignor or any affiliate of Assignor, together with all national, federal and state registrations, applications for registration and renewals and extensions thereof and all common law rights; all goodwill associated therewith and all benefits relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions; to sue for all past, present and future infringements or other violations of any rights in the Trademark; and to settle and retain proceeds from any such actions); and any and all of Assignor's or any affiliate of Assignor other rights, title and interest of every kind and nature whatsoever in and to the foregoing.

5. Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to execute such further assignments and other lawful documents, as Assignee and its successors and assigns may, from time to time, reasonably request to effect fully this Assignment, perfect its ownership rights, and permit Assignee to be duly recorded as the registered owner of the Trademark in the United States, provided that all reasonable costs associated with the performance of such action and preparation, review and execution of such documentation shall be borne entirely by Assignee. If Assignor fails, refuses, is unavailable, or, despite Assignee's reasonable efforts, cannot be located to execute such documents, Assignor hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents as Assignor's agent and attorneys-in-fact to act for and on Assignor's behalf solely to execute such documents or papers with the same legal force and effect as if executed by Assignor.

6. The parties acknowledge and agree that: (i) this Assignment shall be construed and interpreted pursuant to the laws of the State of California in the United States of America without consideration to any conflict or choice of law provisions or principles; (ii) any claim, demand, action, lawsuit or other proceeding arising from, or related to, this Assignment and/or its subject matter shall be brought and determined solely in the United States District Court for the Central District of California; and (iii) each party expressly consents to the jurisdiction of the foregoing court.

7. This Assignment encompasses the entire agreement of the parties hereto, and supersedes any previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, that by executing this Assignment, they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

8. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns. No party is relying on any warranties, representations or inducements not set forth herein.

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9. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment by facsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Assignment. Any party delivering an executed counterpart of this Assignment by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Assignment.

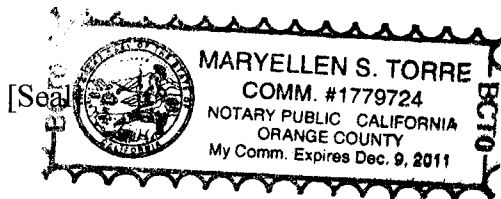
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

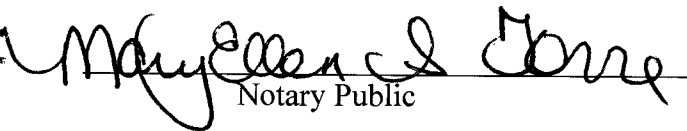
R&S SPORTSWEAR, INC. (Assignor)



By:
Its:

On this 1 day of March 2011 before me personally appeared Randilee Mondello who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of R & S SPORTSWEAR, INC. who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors or Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.




Notary Public