

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
Escom, LLC		11/12/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Clover Holdings Limited		
Street Address:	Egmont Street		
Internal Address:	Bonadies Plaza Suite 3		
City:	Kingstown		
State/Country:	SAINT VINCENT/GRENADINES		
Entity Type:	LIMITED PARTNERSHIP: SAINT VINCENT/GRENADINES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3122247	SEX.COM	
Registration Number:	3284052	SEX.COM	
CORRESPONDENCE DATA			
Fax Number:	(312)698-4584		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.321.7676		
Email:	grspatz@mcguirewoods.com		
Correspondent Name:	George R. Spatz, McGuireWoods LLP		
Address Line 1:	77 W. Wacker Drive		
Address Line 2:	Suite 4100		
Address Line 4:	Chicago, ILLINOIS 60601-1818		
DOMESTIC REPRESENTATIVE			
Name:	George R. Spatz, McGuireWoods LLP		
Address Line 1:	77 W. Wacker Drive		

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**TRADEMARK
 REEL: 004495 FRAME: 0094**

Address Line 2: Suite 4100
Address Line 4: Chicago, ILLINOIS 60601-1818

NAME OF SUBMITTER:	George R. Spatz
Signature:	/George R. Spatz/
Date:	03/09/2011

Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT, effective Nov. 12, 2010, by and between Clover Holdings Limited, a company established under the laws of Saint Vincent ("**CLOVER**"), and Escom, LLC, a Delaware limited liability company ("**ESCOM**"),

WHEREAS, on March 17, 2010, certain creditors of ESCOM filed an involuntary petition for relief (the "**Bankruptcy Case**") against Seller pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "**Bankruptcy Code**"), before the United States Bankruptcy Court for the Central District of California (San Fernando Valley Division) (the "**Bankruptcy Court**"), which case is captioned *In re Escom, LLC*, Case No. 1:10-bk-13001-GM; and

WHEREAS, on June 21, 2010, the Bankruptcy Court entered an order for relief in the Bankruptcy Case. ESCOM operates its business and manages its affairs as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or committee has been appointed in the Bankruptcy Case; and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of October __, 2010, by and between ESCOM and CLOVER (the "**Purchase Agreement**"), ESCOM has agreed to convey certain trademarks listed in the attached Schedule 1 (the "**Trademarks**"), to CLOVER and CLOVER has agreed to acquire said Trademark rights as part of the Assets (as defined in the Purchase Agreement) and, following approval of the Purchase Agreement by the Bankruptcy Court under section 363 of the Bankruptcy Code, CLOVER has made payment to ESCOM for said rights and other Assets; and

WHEREAS, ESCOM and CLOVER are desirous of memorializing said acquisition and transfer of all of the right, title and interest in and to the Trademarks together with all associated goodwill.

NOW, THEREFORE, in view of good and valuable consideration, including the mutual promises and undertakings set forth in the Purchase Agreement and herein, the value, sufficiency and receipt of which are acknowledged by the parties, ESCOM and CLOVER, intending to be legally bound, agree as follows:

1. ESCOM hereby assigns to CLOVER, all right, title and interest in and to the Trademarks listed in the attached Schedule 1, together with all of the goodwill of the business associated with the use and symbolized by the Trademarks, together with all claims prior to the effective date of this Assignment that could have been asserted by ESCOM for damages by reason of past infringement by third parties of any of the Trademarks, with the same right to sue for, and collect on the same for CLOVER's own use and benefit and for the use and benefit of its successors, assigns and/or its other legal representatives.

2. ESCOM agrees to execute such instruments as CLOVER deems necessary or desirable to vest in CLOVER all right, title and interest in and to the Trademarks listed in the attached Schedule 1, and to enable CLOVER to record such rights with the United States Patent and Trademark Office ("**PTO**").

3. ESCOM will, upon request, but without expense to CLOVER, testify in any legal proceedings, sign all lawful papers, execute all renewals, and continued use declarations and/or extension applications, make all rightful oaths, execute any other forms of assignment for recordation of any and all facets of same and generally do all other and further lawful acts deemed necessary or expedient by CLOVER or by counsel for CLOVER, to assist and/or to enable CLOVER to obtain and enforce benefits from the Trademarks.

4. This Agreement will inure to the benefit of the successors and assigns of CLOVER.

5. ESCOM represents, warrants and covenants that, with respect to each Trademark and the pending trademark application to be submitted to the PTO, ESCOM has the full right to convey the above-described right, title, interest and goodwill by this instrument, free and clear of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

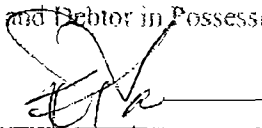
6. This Agreement shall be governed by and construed in accordance with the laws of the State of California, including but not limited to (i) how such California law applies to contracts made and performed in California, and (ii) the existence of intangible personal property rights in trademarks, and to the extent applicable, the Bankruptcy Code.

7. The parties hereby: (a) irrevocably and unconditionally agrees that the Bankruptcy Court shall have exclusive jurisdiction with respect to any issues, actions, suits, or proceedings arising out of or relating to this Agreement; and (b) irrevocably and unconditionally waive any objection to the laying of venue in the Bankruptcy Court with respect to any action, suit or proceeding arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this TRADEMARK ASSIGNMENT AGREEMENT effective as of Nov 12, 2010.

SELLER:

Escom, LLC,
a Delaware limited liability company,
Debtor and Debtor in Possession

By: 
Name: J. Feltz
Its: CEO/PRESIDENT

BUYER:

Clover Holdings Limited
a Saint Vincent company

By: _____

SCHEDULE 1

Common Law Trademarks:

<u>Mark</u>
SEX.COM

Federal Trademark Registrations:

<u>Mark</u>	<u>Reg. No.</u>	<u>Status</u>
SEX.COM	3122247	Registered
SEX.COM	3284052	Registered