

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 |
| AERIN LLC | | 12/31/2010 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JW BRANDS LLC | | |
| Street Address: | 595 Madison Avenue | | |
| Internal Address: | 5th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85090972 | AERIN | |
| Serial Number: | 85150729 | A | |
| Serial Number: | 85975043 | AERIN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (646)349-2782 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212 481 8686 | | |
| Email: | docket@sabety.net | | |
| Correspondent Name: | Ted Sabety | | |
| Address Line 1: | 8 West 40th Street, 12th Floor | | |
| Address Line 2: | Hand Baldachin & Amburgey LLP | | |
| Address Line 4: | New York, NEW YORK 10018 | | |
| ATTORNEY DOCKET NUMBER: | AERIN | | |

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|---|------------|
| NAME OF SUBMITTER: | Ted Sabety |
| Signature: | /ts/ |
| Date: | 03/21/2011 |
| Total Attachments: 6 source=AERIN TM ASSIGNMENTS exe pg 1 to 6#page1.tif source=AERIN TM ASSIGNMENTS exe pg 1 to 6#page2.tif source=AERIN TM ASSIGNMENTS exe pg 1 to 6#page3.tif source=AERIN TM ASSIGNMENTS exe pg 1 to 6#page4.tif source=AERIN TM ASSIGNMENTS exe pg 1 to 6#page5.tif source=AERIN TM ASSIGNMENTS exe pg 1 to 6#page6.tif | |

ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT (this "Agreement") is made and entered into as of December ____, 2010 by and between AERIN LLC, a Delaware limited liability company with its principal place of business at Fifth Floor, 595 Madison Avenue, New York, New York ("Aerin") and JW BRANDS LLC, a Delaware limited liability company, with its principal place of business at Fifth Floor, 595 Madison Avenue, New York, New York (the "Company").

WHEREAS, Aerin wishes to transfer and sell to the Company, and the Company wishes to receive and purchase from Aerin, those trademarks specified on Schedule A (the "Trademarks") and those URL's (uniform resource locaters for internet website domains) specified on Schedule B (the "Domain Names") upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, Aerin and the Company hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Defined Terms. For purposes of this Agreement:

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

"Encumbrance" means any security interest, pledge, hypothecation, mortgage, lien or encumbrance.

"Governmental Authority" means any federal, national, supranational, state, provincial, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Law" means any federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law).

"Liabilities" means any and all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Law, Action or Governmental Order and those arising under any contract, agreement, arrangement, commitment or undertaking.

ARTICLE II

PURCHASE AND SALE

SECTION 2.01. Purchase and Sale of Trademarks. Aerin hereby sells, assigns, transfers, conveys and delivers, and causes to be sold, assigned, transferred, conveyed and delivered, to the Company, and the Company purchases from Aerin, all of Aerin's right, title and interest in and to all of the Trademarks, including, without limitation, the right to assume the conduct of pending applications to register such Trademarks and to have such Trademarks registered in the Company's name.

SECTION 2.02. Purchase and Sale of Domain Names. Aerin hereby sells, assigns, transfers, conveys and delivers, and causes to be sold, assigned, transferred, conveyed and delivered, to the Company, and the Company purchases from Aerin, all of Aerin's right, title and interest in and to all of the Domain Names.

SECTION 2.03. No Assumption of Liabilities. For avoidance of doubt, the Company shall not assume any of the Liabilities of Aerin.

SECTION 2.04. Purchase Price. The purchase price for the Trademarks and the Domain Names shall be their fair market value of US \$10.00 (the "Purchase Price"). The Purchase Price shall be paid by the Company upon entering into this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Aerin hereby represents and warrants to the Company, as of the date hereof, as follows:

SECTION 3.01. Organization, Authority and Qualification of Aerin. Aerin is a limited liability company duly formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement constitutes a legal, valid and binding obligation of Aerin, enforceable against Aerin in accordance with its terms.

SECTION 3.02. No Conflict. The execution, delivery and performance of this Agreement by Aerin will not violate, conflict with or result in the breach of the certificate of formation or operating agreement (or similar organizational documents) of Aerin or conflict with or violate any Law or Governmental Order applicable to Aerin.

SECTION 3.03. Purchased Assets. Aerin owns, leases or has the legal right to use all the Trademarks and Domain Names free and clear of all Encumbrances.

ARTICLE IV

INDEMNIFICATION

SECTION 4.01. Indemnification by Aerin. The Company, its officers, managers, employees, agents, successors and assigns shall be indemnified and held harmless by Aerin for and against all losses, damages, claims, costs and expenses, interest, awards, judgments and penalties (including reasonable attorneys' and consultants' fees and expenses) actually suffered or incurred by them arising out of or resulting from the breach of any representation or warranty made by Aerin contained in this Agreement.

ARTICLE V

GENERAL PROVISIONS

SECTION 5.01. Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

SECTION 5.02. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service, by facsimile or registered or certified mail (postage prepaid, return receipt requested) to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 5.02):

(a) if to Aerin:

AERIN LLC
595 Madison Avenue, Fifth Floor
New York, New York 10022
Fax:
Attention:

(b) if to the Company:

JW BRANDS LLC
595 Madison Avenue, Fifth Floor
New York, New York 10022
Fax:
Attention:

with a copy to:

Hand Baldachin & Amburgey LLP
8 West 40th Street, 12th Floor
New York, NY 10018
Fax: (212) 295-2726
Attention: Douglas Hand, Esq.

SECTION 5.03. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

SECTION 5.04. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between Aerin and the Company with respect to the subject matter hereof and thereof.

SECTION 5.05. Assignment. This Agreement may not be assigned by operation of law or otherwise without the express written consent of Aerin and the Company (which consent may be granted or withheld in the sole discretion of Aerin or the Company), as the case may be.

SECTION 5.06. Amendment. This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, Aerin and the Company or (b) by a waiver in accordance with Section 5.07.

SECTION 5.07. Waiver. Either party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered by the other party pursuant hereto or (c) waive compliance with any of the agreements of the other party or conditions to such party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby.

SECTION 5.08. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5.09. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.09.

SECTION 5.10. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

AERIN LLC

By: _____

Name: _____

Title: _____

JW BRANDS LLC

By: _____

Name: _____

Title: _____

[Signature page to Asset Transfer Agreement.]

SCHEDULE A -- Trademarks

Trademark: AERIN

US TM Serial No: 85/090,972

International Classes: 003, 009, 014, 018, 020, 021, 024, 025

Trademark: A [logo]

US TM Serial No.: 85/150,729

International Classes: 003, 009, 014, 018, 020, 021, 024, 025

SCHEDULE B -- Domain Names

AERIN.COM

THEAERIN.COM

MYAERIN.COM

AERINSTORE.COM

AERIN.ME

AERIN.CC

AERIN.TV

AERIN.US

AERIN.BIZ

AERIN.MOBI

AERINLAUDER.MOBI

AERINLAUDER.TV

AERINLAUDER.ME

AERINLAUDER.US

[Insert Others]