

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                         |
|----------------------------------|--|-----------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                         |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                       |                         |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                         |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>      |
| ONLY IN USA, INC.                |  | 03/23/2011            | CORPORATION: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                         |
| <b>Name:</b>                     | Aktieselskabet af 21. november 2001  |                       |                         |
| <b>Street Address:</b>           | Fredskovvej 5  |                       |                         |
| <b>City:</b>                     | Brande   |                       |                         |
| <b>State/Country:</b>            | DENMARK  |                       |                         |
| <b>Postal Code:</b>              | 7330   |                       |                         |
| <b>Entity Type:</b>              | CORPORATION: DENMARK   |                       |                         |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                         |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>      | 1973394  | ONLY                  |                         |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                         |
| <b>Fax Number:</b>               | (626)795-6321  |                       |                         |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                         |
| <b>Phone:</b>                    | 626-796-4000   |                       |                         |
| <b>Email:</b>                    | danton@usip.com  |                       |                         |
| <b>Correspondent Name:</b>       | Danton K. Mak  |                       |                         |
| <b>Address Line 1:</b>           | 100 Corson Street  |                       |                         |
| <b>Address Line 2:</b>           | Third Floor  |                       |                         |
| <b>Address Line 4:</b>           | Pasadena, CALIFORNIA 91103-3842  |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 18233.71 ONLY IN USA   |                       |                         |
| <b>DOMESTIC REPRESENTATIVE</b>   |  |                       |                         |
| <b>Name:</b>                     |  |                       |                         |
| <b>Address Line 1:</b>           |  |                       |                         |
| <b>Address Line 2:</b>           |  |                       |                         |

CH \$40.00 1973394

**900187630**

**TRADEMARK  
 REEL: 004507 FRAME: 0384**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Danton K. Mak

Signature:

/Danton K. Mak/

Date:

03/28/2011

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into and effective on the last signature date below between ONLY IN USA, INC., a California corporation with offices in Los Angeles, California, (herein referred to as "Assignor") and Aktieselskabet af 21. november 2001, a Danish Company with offices in Brande, Denmark (herein referred to as "Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademark "ONLY" (herein the "ONLY Mark"), including the mark embodied in U.S. Trademark Registration No. 1,973,394 registered on May 7, 1996 (herein the "Registration");

WHEREAS, Assignor and Assignee, are parties to a Trademark Sale Agreement, pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the ONLY Mark, including the Registration;

NOW THEREFORE, bc it known that, for good and valuable consideration pursuant to the terms of the Trademark Sale Agreement, the receipt of which Assignor acknowledges, the parties hereto agree as follows:

1. This Assignment covers (a) the ONLY Mark, including, without limitation, trademarks, service marks, and trade names, together with the goodwill of the business associated with the foregoing; (b) the Registration and any unregistered rights in any of the foregoing; (c) all rights therein provided by the laws of the United States and the several states, and all rights to obtain trademarks and registrations thereto; and (d) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (d) hereof, collectively, the "Assigned Trademark Rights").

2. Assignor, as owner, does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the

Assigned Trademark Rights, including without limitation the Registration, together with the goodwill of the business associated therewith and symbolized by the Assigned Trademark Rights, in its entirety. Assignor hereby authorizes and requests any official of the United States or the several states whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

3. Assignor further covenants and agrees that it will, without further consideration, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Assigned Trademark Rights in Assignee, its successors or assigns, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

4. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

5. The Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of California.

6. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

7. Nothing contained in this Assignment shall be deemed to supersede or modify any of the obligations of Assignor or Assignee contained in the Trademark Sale Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern and control.

IN WITNESS WHEREOF, the said Assignor and Assignee have executed this

Assignment.

Assignor

ONLY IN USA, INC.

By: 

Name: RAYMOND Y. CHAN

Title: PRESIDENT

Date: MARCH 23, 2011

Assignee

Aktieselskabet af 21. november 2001

By: 

Name: ANDERS HOLH POULSEN

Title: CEO

Date: MARCH 26, 2011