

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
Protege Products Corp.		04/27/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	SPOP, Inc.		
Street Address:	369 South Doheny Drive, #200		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90211		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85275990	JOIN THE PROTÉGÉ MOVEMENT	
Serial Number:	85276002	JOIN THE PROTÉGÉ MOVEMENT	
CORRESPONDENCE DATA			
Fax Number:	(310)943-0414		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-666-6880		
Email:	kkoyanagilaw@gmail.com		
Correspondent Name:	Katherine Koyanagi		
Address Line 1:	11301 W. Olympic Blvd., #324		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
NAME OF SUBMITTER:	Katherine Koyanagi		
Signature:	/kkoyanagi/		
Date:	05/06/2011		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

WHEREAS, PROTÉGÉ Products Corp., a corporation organized under the laws of the state of New York, having a place of business at 34 West 33rd Street, 7th Floor, New York, New York (hereinafter "Assignor"), is the owner of all right, title and interest in and to the U.S. trademark applications listed on Schedule A (the "Trademarks"); and

WHEREAS, SPOP, Inc., a corporation organized under the laws of the state of California, having a place of business at 369 South Doheny Drive, #200, Beverly Hills, California 90211 (hereinafter "Assignee"), wishes to acquire from Assignor all of Assignor's rights in and to such Trademarks;

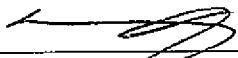
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns to Assignee all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant to and symbolized by the Trademarks, and including, without limitation, all common law and foreign rights, if any, in and to the Trademarks, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks, to be held and enjoyed by Assignee, its successors and assigns, to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

Assignor is assigning the Trademarks as part of that portion of the business to which the Trademarks pertain as required by Section 10 of the Trademark Act (15 U.S.C. §1060).

Assignor also represents and warrants that it shall supply Assignee with any and all further documents necessary to effectuate this Assignment.

PROTÉGÉ Products Corp.

Date: Apr 27, 2011



Name: Max M. Mizrachi
Title : Pres

SCHEDULE A

MARK	CLASS	APPL. NO.
JOIN THE PROTÉGÉ MOVEMENT	35	85/275990
JOIN THE PROTÉGÉ MOVEMENT	36	85/276002