

TRADEMARK ASSIGNMENT

Electronic 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
Charm and Luck, LLC		05/06/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Amincor, Inc.		
Street Address:	1350 Avenue of the Americas		
Internal Address:	24th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3205784	CHARM AND LUCK	
Registration Number:	3339525	CHARM AND LUCK WORKING HARD TO MAKE YOU CUTER	
CORRESPONDENCE DATA			
Fax Number:	(212)894-5765		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2129406365		
Email:	bret.danow@kattenlaw.com		
Correspondent Name:	Bret J. Danow		
Address Line 1:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	343608-00001		
NAME OF SUBMITTER:	Bret J. Danow		
Signature:	/s/		

CH \$65.00 3205784

Date:

05/10/2011

Total Attachments: 3

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U.S. TRADEMARK ASSIGNMENT

WHEREAS, Charm and Luck, LLC, a California limited liability company, having offices at 135 West Walnut Street, Gardena, CA 90248 ("Assignor"), is the owner of the trademark registrations set forth on Exhibit A attached hereto and made a part hereof (collectively, the "Marks");

WHEREAS, Assignor and Amincor, Inc., a corporation organized under the laws of the State of Nevada, having offices at 1350 Avenues of the Americas, 24th Floor, New York, New York 10019 ("Assignee") are (pursuant to an assignment and assumption agreement) parties to a First Amended and Restated Discount Factoring Agreement and First Amended and Restated Purchase Order Financing Agreement dated February 1, 2008 (collectively, the "Agreements"), pursuant to which, among other things, Assignor granted Assignee a security interest in and to the Marks and the goodwill associated therewith; and

WHEREAS, there has been an "Event of Default" as defined in the Agreements, and therefore, pursuant to the terms of the Agreements, the parties confirm that Assignee will and is hereby exercising the remedies provided in the Agreements by acquiring the Marks, the business appurtenant thereto and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor hereby agrees as follows:

1. Pursuant to the terms of the Agreements, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to each and all of the Marks, together with the goodwill of the business symbolized by such Marks, and the right to sue for past infringements.

2. Assignee's failure to exercise or delay in exercising any right, power, or remedy hereunder or under the Agreements shall not impair any right, power, or remedy which Assignee may have, nor shall any such delay be construed to be a waiver of any of such rights, powers, or remedies, or any acquiescence in any breach or default hereunder or under the Agreements; nor shall any waiver by Assignee of any breach or default by Assignor hereunder or under the Agreements be deemed a waiver of any default or breach subsequently occurring. All rights and remedies granted to Assignee hereunder or under the Agreements shall remain in full force and effect notwithstanding any single or partial exercise of, or any discontinuance of action begun to enforce, any such right or remedy. The rights and remedies specified herein or under the Agreements are cumulative and not exclusive of each other or of any rights or remedies that Assignee would otherwise have. Any waiver, permit consent or approval by Assignee of any breach or default hereunder must be in writing and shall be effective only to the extent set forth in such writing and only as to that specific instance.

IN WITNESS WHEREOF, Assignor has signed this Assignment this 6th day of
May, 2011.

CHARM AND LUCK, LLC

By: 

Name: Joseph F. Ingrassia
Attorney-in-Fact

EXHIBIT A

MARKS

Trademark or Service Mark	Registration Number
CHARM AND LUCK	3,205,784
CHARM AND LUCK WORKING HARD TO MAKE YOU CUTER	3,339,525