

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
Michael T O'Connor		04/28/2009	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Rebelette International Trading Corp.		
Street Address:	2422 Strozier Ave.		
City:	South El Monte		
State/Country:	CALIFORNIA		
Postal Code:	91733		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77536048	REBELETTE	
CORRESPONDENCE DATA			
Fax Number:	(626)573-9053		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(626)286-6558		
Email:	hbjiang@sbcglobal.net		
Correspondent Name:	Helen B. Jiang		
Address Line 1:	923 E Valley Blvd.,		
Address Line 2:	Suite 112A		
Address Line 4:	San Gabriel, CALIFORNIA 91776		
NAME OF SUBMITTER:	Helen B. Jiang		
Signature:	/hbj/		
Date:	05/11/2011		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This agreement is made and entered into on April 28, 2009, in the City of South El Monte, State of California between Michael O'Connor, an individual (hereinafter referred to as "Assignor") and the Rebelette International Trading Corporation, a California corporation, (hereinafter referred to as "Assignee").

RECITALS

- A. Assignee is a duly incorporated and existing corporation under the law of state of California.
- B. Assignor has been an employee of Assignee.
- C. Assignor is the current sole owner of the trademark "Rebelette" (hereinafter referred to as "Trademark") that has been pending for registration at U.S. Patent and Trademark Office, serial number 77536048.
- D. The Assignor desires to convey, transfer, assign, and deliver to the Assignee all of its right, title and interest in and to the Trademark alone with the Goodwill.
- E. In consideration for the mutual promises, covenants, and Agreement made below, the parties intending to be legally bound, agree as follows:

ASSIGNMENT

1. The Assignor is assigning its interest in the Trademark, its goodwill, income and royalties and any money due or that becomes due relating to an infringement or misappropriation of the Trademark as well as the right to sue for all future and past infringements and misappropriations, effective upon the date of the signing of this agreement.
2. Assignee, in consideration of acquiring all of the rights, title and interest of the Assignor's Trademark as listed in the preceding paragraph, promises to pay Assignor total \$12,000.00. Specifically, \$10,000.00 shall be paid for all of ownership interest of the Assignor in the Trademark; \$2,000.00 shall be paid to Assignor's attorney for defending the current pending trademark against other similar or same trademarks that have been filed with the USPTO, including the same trademark "Rebelette" filed by Yosef Simsoloy on 2/12/2009, serial number 77669721. Assignee shall pay Assignor \$7,000.00 upon signing of this agreement, and the remaining \$5,000.00 shall be paid upon the completion of the assignment at USPTO and upon Assignor's providing of

- evidence to prove that all other existing trademarks using "rebelette" have been successfully refuted by Assignor and his attorney.
3. Assignor and Assignee acknowledge that the Licensing Agreement in related to the Trademark on 02/10/2007 between the two parties shall continue to be effective until the ownership of the Trademark being officially changed to Assignee at USPTO.
 4. Assignor warrants that no share, interest, assignment, or other right to the Trademark has been transferred, assigned, granted to any other party.
 5. The Assignor covenants that he will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademark.
 6. The Assignor further covenants that he shall **NOT**, without the express written consent of Assignee, to make any transactions or enter any dealings with a third party by using the Trademark in any manner, to use the Assignee's business name to enter any contract with a third party, nor to represent to a third party that Assignor represents Assignee in any capacity, to form any business entity in which the Assignor is a member, partner, or shareholder by using any the word "rebelette" in any part of its trade name. Assignor shall cease to use and will continue to desist from using the word "rebelette" in any of Assignee's email addresses.
 7. In relating to the assignment of the Trademark, Assignee agrees to sponsor for Assignee's new lines of products created by Assignee under Assignee's different trademarks in the future by becoming the producer, vendor or wholesaler, if the Assignee will enter contracts with the lower end department stores and/or distributors for the sales of such products. Assignee further agrees to pay Assignor 2% out of the gross profit of such orders as commission, subject to the confirmed Purchase Orders by buyer and the pricing to be agreed by Mr. Weili Mao.
 8. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Assignment.
 9. No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such waiver, amendment or medication is sought to be enforced. No waiver by any party of any default in performance by the other party under this Assignment or of any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment may be waived only by a written wavier signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in the waiver.
 10. If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its

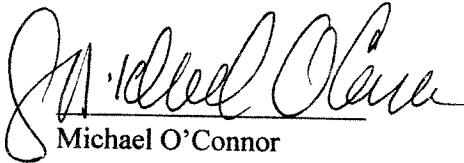
terms. Without limiting the previous, it is expressly understood and agree that each and every provision of this Assignment that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages I intended by the parties to be severable and independent of any other provision and to be enforced such. Further, it is expressly understood and agreed that if any remedy under this Assignment is determined to have failed of its essential purpose; all other limitation of liability and exclusion of damages set forth in this section shall remain in full force and effect.


11. This Assignment shall be governed by the laws of the State of California to Assignments made and fully performed in California.

We have carefully reviewed this contract and agree to and accept its terms and conditions, we are executing this Assignment on this April 28, 2009.

Assignor:

Assignee


Michael O'Connor


Mr.
Rebelette International Trading Corp.