

**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>
Hot Cotton, Inc.		04/25/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capella Brands Inc.		
<b>Street Address:</b>	10425 Slusher Drive		
<b>City:</b>	Sante Fe Springs		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90670		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77277242	COTTON STUDIO	
<b>Serial Number:</b>	77980481	HOT COTTON	
<b>Serial Number:</b>	77277951	HOT COTTON	
<b>Serial Number:</b>	74668411	HOT COTTON	
<b>Serial Number:</b>	73673299	HOT COTTON	
<b>Serial Number:</b>	77347741	MARC WARE	
<b>Serial Number:</b>	77217344	HOT COTTON BY MARC WARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(716)852-3546		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	jcantrell@watsonbennett.com		
<b>Correspondent Name:</b>	Watson Bennett		
<b>Address Line 1:</b>	12 Fountain Plaza, Suite 600		
<b>Address Line 4:</b>	Buffalo, NEW YORK 14202		
<b>NAME OF SUBMITTER:</b>	James Cantrell		

**OP \$190.00 77277242**

**900192563**

**TRADEMARK**  
**REEL: 004546 FRAME: 0536**

Signature:	/James Cantrell/
Date:	05/24/2011
Total Attachments: 3 source=Trademark Assignment (Hot Cotton)#page1.tif source=Trademark Assignment (Hot Cotton)#page2.tif source=Trademark Assignment (Hot Cotton)#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

April 25, 2011

WHEREAS, Hot Cotton, Inc., a Delaware corporation (“Assignor”), is the owner of those certain trademarks and trademark registrations (the “Marks”) listed on Exhibit A attached hereto; and

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “Agreement”) dated as of the date hereof, by and among Active Brands Acquisition Inc., a Delaware corporation (“Assignee”), Active Brands International, Inc., a Delaware corporation Assignor and certain other subsidiaries of Active Brands International, Inc., Assignor desires to sell, convey, transfer, assign, and deliver to Assignee, and Assignee desires to acquire, all of Assignor’s right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Marks, including all registrations and applications to register the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks.

2. Assignor covenants and agrees with Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor and that full right to convey the same as herein expressed is possessed by Assignor.

3. Assignor agrees that it will, upon reasonable request, and without further consideration, do such things and execute such further documents as are reasonably necessary to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees, and to enforce such rights.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective as of the date first set forth above.

ASSIGNOR:

HOT COTTON, INC.

By: MMZ  
Name: Max Chaudhry  
Title: President

STATE OF NC )

COUNTY OF Mecklenburg

On this 25<sup>th</sup> day of April 2011, personally appeared Max Chaudhry, the \_\_\_\_\_ of Hot Cotton, Inc., a Delaware corporation, and acknowledged that he executed the foregoing Assignment as his free act and deed.

Betty J. Anwar  
Notary Public

My Commission expires: Aug 4, 2012

**EXHIBIT A  
TO  
TRADEMARK ASSIGNMENT AGREEMENT**

<b>Mark</b>	<b>Ser. #</b>	<b>Owner</b>
Cotton Studio	77277242	Hot Cotton, Inc.
Hot Cotton	77980481	Hot Cotton, Inc.
Hot Cotton	77277951	Hot Cotton, Inc.
Hot Cotton	74668411	Hot Cotton, Inc.
Hot Cotton	73673299	Hot Cotton, Inc.
Marc Ware	77347741	Hot Cotton, Inc.
Hot Cotton by Marc Ware	77217344	Hot Cotton, Inc.
Cotton Studio	CA App. # 1387799	Hot Cotton, Inc.
Hot Cotton	CA App. # 1387800	Hot Cotton, Inc.
Hot Cotton by Marc Ware	CA App. # 1378751	Hot Cotton, Inc.
Hot Cotton	Mex. SN 920243	Hot Cotton, Inc.
Cotton Studio	Mex. RN 1048324	Hot Cotton, Inc.
Hot Cotton	Mex. RN 1048323	Hot Cotton, Inc.