

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 Beaudry, Inc.		04/14/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	FCC, LLC
Doing Business As:	DBA First Capital Western Region, LLC
Street Address:	601 S. Figueroa Street, Suite 3460
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3005451	BEAUDRY
Registration Number:	3010074	BEAUDRY
Registration Number:	3147288	BEAUDRY
Registration Number:	2215591	BEAUDRY
Registration Number:	3437698	BEAUDRY BEAUTIQUE
Registration Number:	3005450	BEAUDRY SIGNED ORIGINALS
Registration Number:	2183822	MICHAEL BEAUDRY

CORRESPONDENCE DATA

Fax Number: (213)630-5745
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2138915031
 Email: jreider@buchalter.com
 Correspondent Name: Jessie K. Reider, CA Bar No. 237,113
 Address Line 1: 1000 Wilshire Blvd., Suite 1500

900196441

**TRADEMARK
 REEL: 004577 FRAME: 0155**

CH \$190.00 3005451

Address Line 2: Buchalter Nemer, APC
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	F0030-0064
NAME OF SUBMITTER:	Jessie K. Reider, CA Bar No. 237,113
Signature:	/jkr/
Date:	07/07/2011

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "**Assignment**"), is entered into effective as of April 14, 2011 (the "**Effective Date**"), by and between **MICHAEL BEAUDRY, INC.**, a California corporation ("**MBI**"), and **FCC, LLC**, a Florida limited liability company doing business as First Capital Western Region, LLC ("**FCC**"), with respect to the following facts:

A. MBI is the owner of the trademarks listed on Exhibit A attached hereto (the "**Trademarks**"), which are registered with the United States Patent and Trademark Office under the registration numbers listed opposite such Trademarks on Exhibit A (the "**Registrations**").

B. MBI, FCC and certain other parties have entered into that certain Settlement Agreement and Mutual Release of Claims, dated as of April 14, 2011 (the "**Settlement Agreement**"), pursuant to which, among other things, FCC has rights to market and sell certain assets formerly owned by the business symbolized by the Trademarks. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Settlement Agreement.

C. MBI desires to assign to FCC, and FCC desires to acquire from MBI, all of MBI's right, title and interest in and to the Trademarks and their associated Registrations, together with the goodwill of the business so symbolized by the Trademarks and Registrations, on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Subject to the provisions of Section 2, MBI hereby assigns, sells, transfers and conveys to FCC all of MBI's right, title and interest in and to the Trademarks throughout the world, including all trademark applications and registrations therefor, all common law rights, foreign rights and rights provided by any international conventions or treaties related to the Trademarks, including all words and/or designs comprising the Trademarks, together with the goodwill of the business symbolized by the Trademarks and Registrations, as well as the right to sue and to collect all damages and payments for claims of future infringement or misappropriation thereof in the sole name of FCC. MBI hereby authorizes and requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record FCC as the assignee of the rights, titles, and interests in, to, and under the Trademarks granted by MBI herein, and to deliver to FCC, and to FCC's attorneys, agents, successors, and assigns, all official documents and communications as may be warranted by this Assignment.

2. Limited Purpose Assignment of Trademarks.

(a) Notwithstanding MBI's assignment of the Trademarks to FCC pursuant to Section 1, for the period commencing on the Effective Date and ending at 12:00 p.m. on July 2, 2011 ("**Sales Period**"), FCC shall use the Trademarks only for the purpose of selling or marketing, or licensing the use of one or more of the Trademarks, in connection with the sale of one or more items of Unsold Inventory, and for no other purpose. Without limiting the

generality of the foregoing, during the Sales Period, FCC shall not transfer title to any of the Trademarks to any third party, nor shall FCC grant to any third party a license or other right to use any one or more of the Trademarks in connection with the advertisement or sale of any jewelry or other products except the Unsold Inventory.

(b) If at any time before the end of the Sales Period, FCC, any Affiliate of FCC, or any assignee or successor of any of them (collectively "**FCC Recipients**") collectively receive "Proceeds" (as hereinafter defined) from the sale of Unsold Inventory in an amount equal to or greater than Four Million Seven Hundred Thousand Dollars (\$4,700,000) ("**Target Proceeds**"), FCC immediately shall assign back to MBI all of FCC's rights, title and interests in and to the Trademarks, by written assignment in a form mutually acceptable to the Parties. As used in this Section 2(b), "**Proceeds**" means cash, cash equivalents, and any obligation to pay any amount to any FCC Recipient for the sale of Unsold Inventory, including promissory notes and accounts receivable generated by credit sales or consignments to third parties.

(c) If at the end of the Sales Period, the FCC Recipients have not collectively received Proceeds from the sale of Unsold Inventory in an amount at least equal to the Target Proceeds, all restrictions on FCC's use of the Trademarks shall terminate, FCC shall have no further obligation to assign its rights, title or interests in and to the Trademarks back to MBI, and FCC shall be free to exercise all rights with respect to the Trademarks as the owner and holder thereof, including the right to transfer title to the Trademarks to third parties and to license the use of the Trademarks for any purpose.

3. Further Assurances. MBI agrees to cooperate with FCC and execute such assignments and other documents as may reasonably be requested by FCC, without any further consideration, in order to evidence or effectuate the assignment of the Trademarks as provided in this Assignment.

4. Miscellaneous. This Assignment shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California without regard to the conflict of laws provisions thereof. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment is binding on and shall inure to the benefit of the respective successors and assigns of the parties. This Assignment, together with the Settlement Agreement, constitutes the complete and exclusive statement of the mutual understanding of the parties relating the subject matter hereof and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered by their respective duly authorized officers as of the date first set forth above.

Date signed:

Michael Beaudry, Inc.,
a California corporation

By: _____

Name:

Title: *PRESIDENT*

Dated signed:

FCC, LLC,
a Florida limited liability company

By: _____

Name:

Title:

Rob Gantolo

SUP.

EXHIBIT A

TRADEMARKS

REGISTRATION NUMBER

3,005,451

3,010,074

3,147,288

2,215,591

3,437,698

3,005,450

2,183,822

MARK

BEAUDRY

BEAUDRY (Stylized)

BEAUDRY (Stylized)

BEAUDRY and Design

BEAUDRY BEAUTIQUE

BEAUDRY SIGNED ORIGINALS and Design

MICHAEL BEAUDRY