

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
Smash Mens, Inc.		07/07/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Guilbert Tex, Inc.		
Street Address:	4801 STAUNTON AVE		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90058		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75370836	SMASH	
Serial Number:	85018604	SMASH EFFECT	
CORRESPONDENCE DATA			
Fax Number:	(310)553-0222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	joseph@novianlaw.com		
Correspondent Name:	Farhad Novian, Esq.		
Address Line 1:	1801 Century Park East		
Address Line 2:	Suite 1201		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	4258-1		
NAME OF SUBMITTER:	Joseph A. Lopez		
Signature:	/Joseph A. Lopez/		
Date:	08/18/2011		

OP \$65.00 75370836

Total Attachments: 6

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY RIGHTS

1. Identification. This Assignment and Assumption of Intellectual Property Rights in the Trademark on file with the United States Patent and Trademark Office as Smash, Serial Number 75370836 (this "**Assignment**") is made and entered into as of July 7, 2011 by and between Smash Mens, Inc., a California corporation ("**Assignor**"), and Guilbert Tex, Inc., a California Corporation ("**Assignee**").

2. Recitals.

2.1 Assignor and Assignee are parties to that certain Security, Pledge and Assignment of Proceeds Agreement dated December 26, 2010 (the "**Agreement**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

2.2 Pursuant to the Agreement, Assignor desires to assign, and Assignee desires to assume, the Intellectual Property Rights (as defined in the Agreement), on the terms set forth in the Agreement and below.

NOW THEREFORE, in order to consummate the transaction contemplated by the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee desire to enter into this Assignment.

3. Assignment and Assumption of Intellectual Property Rights.

3.1 Assignor hereby transfers, grants, conveys and assigns to Assignee all of Assignor's rights, title and interest in and to the Intellectual Property Rights.

3.2 Assignee hereby accepts the assignment set forth in Section 3.1 and shall be entitled to all rights and benefits accruing to Assignor thereunder and hereby assumes and agrees to perform all obligations of Assignor thereunder from and after the date hereof.

4. No Representation or Warrants. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, THE INTELLECTUAL PROPERTY RIGHTS ARE BEING TRANSFERRED WITHOUT ANY GUARANTIES, REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY SELLER, AND WITHOUT RECOURSE TO SELLER.

5. Miscellaneous.

5.1 Attorneys' Fees. If an action is commenced resulting from a dispute with respect to the transactions contemplated in this Assignment, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party in such action.

5.2 Governing Law. This Assignment will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, with venue in

the City and County of Los Angeles, and without giving effect to the conflict of law rules and principles of that state.

5.3 Time of the Essence. Time is of the essence of this Assignment and of the obligations required hereunder.

5.4 Severability. The invalidity, illegality or unenforceability of any provision of this Assignment shall not affect the enforceability of any other provision of this Assignment, all of which shall remain in full force and effect.

5.5 Non-Waiver. No delay or failure by any party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless such waiver is in writing and is executed by the party making such waiver.

5.6 Facsimile. The parties hereto and their respective successors and assigns are hereby authorized to rely upon the signatures of each person and entity on this Assignment which are delivered by facsimile as constituting a duly authorized, irrevocable, actual, current delivery of this Assignment with original ink signatures of each person and entity.

5.7 Further Assurances. The parties agree to execute all documents and instruments reasonably required in order to consummate the transactions contemplated in this Assignment.

5.8 Counterparts. This Assignment may be executed in any number of counterpart copies and each such counterpart copy shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement.

[Signature Page Follows Immediately]

So S S

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Intellectual Property Rights as of the date first above written.

"ASSIGNOR"

Smash Mens, INC.,
a California corporation

By: 
Shawn Sharafian, Chief Executive Officer

"ASSIGNEE"

Guilbert Tex, Inc.,
a California Corporation

By: 
Name: Siamak Okhovat
Position: Chief Executive Officer

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY RIGHTS

1. Identification. This Assignment and Assumption of Intellectual Property Rights in the Trademark on file with the United States Patent and Trademark Office as Smash Effect, Serial Number 85018604 (this "Assignment") is made and entered into as of July 7, 2011 by and between Smash Mens, Inc., a California corporation ("Assignor"), and Guilbert Tex, Inc., a California Corporation ("Assignee").

2. Recitals.

2.1 Assignor and Assignee are parties to that certain Security, Pledge and Assignment of Proceeds Agreement dated December 26, 2010 (the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

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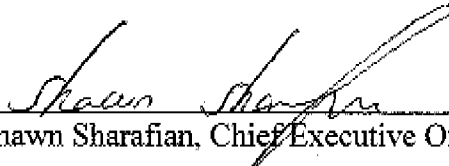
[Signature Page Follows Immediately]

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"ASSIGNOR"

Smash Mens, INC.,
a California corporation

By: 
Shawn Sharafian, Chief Executive Officer

"ASSIGNEE"

Guilbert Tex, Inc.,
a California Corporation

By: 
Name: Siamak Okhovat
Position: Chief Executive Officer