

# TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
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CORRESPONDENCE DATA																											
<p>Fax Number: (310)286-0488  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 310 985 4283        Email: mpilosof@ipbymbp.com        Correspondent Name: Maurice B. Pilosof        Address Line 1: P.O. Box 691937        Address Line 4: West Hollywood, CALIFORNIA 90069</p>																											
NAME OF SUBMITTER:	Maurice B. Pilosof																										
Signature:	/Maurice B. Pilosof/																										
Date:	08/25/2011																										
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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT OF TRADEMARK** (this Agreement) is entered into as of August 25, 2011 by and between Marc Bohbot and Michele Bohbot, collectively as assignor ("Assignor") and Fashion Brands Holding Corporation, a Nevada corporation, as assignee (the "Assignee").

### RECITALS

**WHEREAS**, Assignor is the owner in and to the trademark as identified by U.S. Trademark Application Serial No: 77533726 for the mark



and hereinafter referred to as the "Trademark";

**WHEREAS**, Assignor filed the above-recited U.S. Trademark Application based on Assignor's bona fide intent to use the mark in commerce; and

**WHEREAS**, Assignor desires to grant and Assignee desires to acquire ownership in and to the Trademark, including ownership of the pending trademark application recited above, together with the goodwill of the business connected, appurtenant, and symbolized by the Trademark;

**NOW THEREFORE**, in consideration of the mutual promises confirmed in this Assignment Agreement, and for good, and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement, intending to be legally bound agree as follows:

1. **Assignment.** Assignor does hereby assign unto Assignee, ownership in and to the Trademark, and to the goodwill of the business connected with the use of, and symbolized by the Trademark.
2. **Consideration.** Assignor hereby acknowledges that Assignee has paid Assignor good and valuable consideration for the assignment of the Trademark, and Assignor acknowledges receipt thereof.
3. **Integration.** No promise, representation or inducement to enter into this Agreement, except as expressly stated herein, has been made by or to, or relied on by any parties. This Agreement contains the entire agreement between Assignor and

Assignee and the terms hereof supersede all prior discussions, understandings, or agreements between Assignor and Assignee relative to the subject matter hereof. This Agreement may only be amended by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**ASSIGNOR**

**MARC BOHBOT.**

By: \_\_\_\_\_

Name: Marc Bohbot

**ASSIGNEE**

**FASHION BRANDS HOLDING CORPORATION**

By: \_\_\_\_\_

Name: Marc Bohbot

Title: CEO

**ASSIGNOR**

**MICHELE BOHBOT**

By: \_\_\_\_\_

Name: Michele Bohbot