

**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>
Innovative Brands, Inc.		09/30/2011	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trade Box, LLC		
<b>Street Address:</b>	5826 Uplander Way		
<b>City:</b>	Culver City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90230		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77939062	TOPSTYLER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)820-8859		
<b>Phone:</b>	310-442-8865		
<b>Email:</b>	cdloomis@bakerlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	C. Dennis Loomis		
<b>Address Line 1:</b>	12100 Wilshire Boulevard		
<b>Address Line 2:</b>	15th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90025-7120		
<b>ATTORNEY DOCKET NUMBER:</b>	089317-000029		
<b>NAME OF SUBMITTER:</b>	C. Dennis Loomis		
<b>Signature:</b>	/C. Dennis Loomis/		

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**900203954**

**TRADEMARK  
 REEL: 004636 FRAME: 0961**

Date:

10/03/2011

**Total Attachments: 3**

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**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (the "Agreement") is entered into as of September 30, 2011 by and between Innovative Brands, Inc., a California Corporation having its principal place of business at 5826 Uplander Way, Culver City, California 90230 ("Assignor"), and Trade Box, LLC, a California limited liability company having its principal place of business at 5826 Uplander Way, Culver City, California 90230 ("Assignee").

**WHEREAS**, Assignor is the owner of the Trademark (defined in Section 1.a. herein);

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

1. Assignor hereby grants, transfers and assigns unto Assignee and its transferees, successors and assigns:

a. All of Assignor's right, title and interest in and to the Trademark, the same to be held and enjoyed by Assignee as fully and entirely as they would have been held by Assignor had the assignment not been made. "Trademark" shall mean the trademark registration set forth on Schedule I to this Agreement, in the United States, its territorial possessions and in all foreign countries, whether or not the same have been registered prior to, on or after the date of this Agreement, and any and all renewals and extensions thereof (or any legal equivalent thereof in a foreign country) for the full term or terms for which the same may be granted, together with the goodwill of the business carried on in connection with such trademark.

b. All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of the Trademark prior to, on or after the date of this Agreement, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

c. Any income, fees, royalties, damages and payments now or hereafter due and/or payable under and with respect to the Trademark, including without limitation, the right to recover for past, present or future infringements of the Trademark or unauthorized use.

2. Assignor agrees that Assignor shall do, execute, acknowledge and deliver, at Assignee's expense, all acts, agreements, further assignments, instruments, notices and assurances as may be necessary or reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of Assignor and Assignee have caused this Agreement to be executed as of the date first written above.

**INNOVATIVE BRANDS, INC.**  
(Assignor)

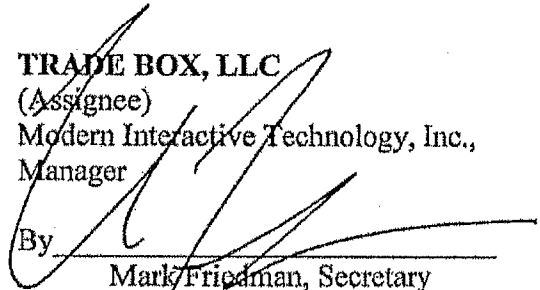
By



Mark Levine, CEO

**TRADE BOX, LLC**  
(Assignee)  
Modern Interactive Technology, Inc.,  
Manager

By



Mark Friedman, Secretary

Schedule I

Trademark

<b>Trademark</b>	<b>App. No.</b>	<b>Filing Date</b>
TOPSTYLER	77-939,062,	February 18, 2010

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