

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
Fusion Brands International SRL		09/30/2011	CORPORATION: BARBADOS
Fusion Brands America Inc.		09/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sandow Brands, LLC		
Street Address:	3731 NW 8th Avenue		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3596616	MEMOIRE LIQUIDE	
CORRESPONDENCE DATA			
Fax Number:	(561)634-2161		
Phone:	561-962-2121		
Email:	gpochocki@duanemorris.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Duane Morris LLP		
Address Line 1:	2700 Military Trail		
Address Line 2:	Suite 300		
Address Line 4:	Boca Raton, FLORIDA 33431		
ATTORNEY DOCKET NUMBER:	F6052-20601		
NAME OF SUBMITTER:	Gregory M. Lefkowitz		
Signature:	/Gregory M. Lefkowitz/		

CH \$40.00 3596616

Date:

10/10/2011

Total Attachments: 3

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AGREEMENT OF PURCHASE AND SALE

AGREEMENT OF PURCHASE AND SALE, dated September 30 2011 (this "Agreement"), by and among Fusion Brands International SRL, a Barbados corporation ("IP Seller"), Fusion Brands America Inc., a Delaware corporation ("Inventory Seller" and together with IP Seller, "Seller"), and Sandow Brands, LLC, a Delaware limited liability company ("Buyer").

RECITALS

WHEREAS, IP Seller is the owner of intellectual property and goodwill associated with the "Mémoire Liquide" brand (including Mémoire Liquide Bespoke Perfumery and Mémoire Liquide Reserve Edition) (the "Brand"); ~~3,576,616~~

WHEREAS, Inventory Seller is the owner of inventory for products bearing the Mémoire Liquide name (the "Inventory"); and

WHEREAS, Seller wishes to sell the Brand and the Inventory to Buyer, and Buyer wishes to purchase the Brand and the Inventory from Seller, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth herein, the parties hereto hereby agree as follows:

ARTICLE I

PURCHASE AND SALE

1.1 Purchase and Sale. On the terms set forth herein, as of the date hereof, Seller hereby sells, assigns, transfers and conveys unto Buyer, and Buyer hereby purchases and accepts such assignment, transfer and conveyance, of all of Seller's right, title and interest in and to the Brand (including any trademark registrations for the name "Mémoire Liquide") and the Inventory.

1.2 Purchase Price. The purchase price to be paid by Buyer to Seller for the Brand and the Inventory shall consist of

[REDACTED]

1.3 Valuation of Barter Credits. For purposes hereof, the value of any advertising shall be Buyer's published 1X open rate less 10% and shall be determined by reference to the fair market value of comparable advertising having the same degree of prominence in the same publication, website or other venue.

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any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

4.9 Further Assurances. Following the purchase and sale of the Brand and the inventory pursuant to this Agreement, each of the parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

4.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4.11 Confidentiality. This agreement and acquisition shall remain confidential.


4.12 Receivables, Cash Receipts. All receivables arising and monies received after the execution of this agreement shall belong and be transferred to Sandow Brands, LLC.

4.13 Seller shall provide contact names and addresses for all locations where inventory is located. Seller shall authorize the transfer of such inventory to Sandow Brands, LLC.

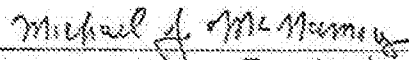
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

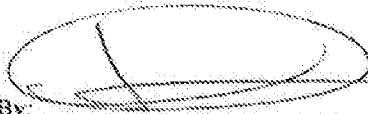
FUSION BRANDS INTERNATIONAL SRL

By: 
Name: ARLENE QUILTYNE
Title: VP FINANCE

FUSION BRANDS AMERICA INC.

By: 
Name: MICHAEL S. MCNAMEE
Title: CFO

Sandow Brands, LLC

By: 
Name: Chris Fabian
Title: CFO/COO

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