

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
Sand K, Inc.		07/14/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Equitable Transitions, Inc.
Street Address:	444 W. Ocean Blvd., Suite 1400
City:	Long Beach
State/Country:	CALIFORNIA
Postal Code:	90802
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2244182	BETTE PAIGE
Registration Number:	3223598	YANKCLOTHING
Registration Number:	3373412	YANK
Registration Number:	3333128	SELÉ
Registration Number:	3288545	YANK
Registration Number:	3619913	SELÉ
Registration Number:	3619914	YANK
Registration Number:	3731029	TAYLOR AND HYDE

CORRESPONDENCE DATA

Fax Number: (818)981-4764
 Phone: 818-990-2120
 Email: tgrinblat@lewithackman.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Tal Grinblat/Lewitt Hackman

900204722

TRADEMARK
REEL: 004642 FRAME: 0435

CH \$215.00 2244182

Address Line 1: 16633 Ventura Blvd., Suite 1100
Address Line 4: Encino, CALIFORNIA 91436

ATTORNEY DOCKET NUMBER: 14682-2

NAME OF SUBMITTER: Tal Grinblat

Signature: /Tal Grinblat/

Date: 10/14/2011

Total Attachments: 11
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GENERAL ASSIGNMENT

THIS ASSIGNMENT is effective JULY 14, 2011 between SAND K, INC. dba BETTE PAIGE, dba SELÉ, dba BETTE SUNG (hereinafter referred to as "ASSIGNOR") and EQUITABLE TRANSITIONS, INC., a California corporation (hereinafter referred to as "ASSIGNEE").

RECITALS:

ASSIGNOR is indebted to diverse persons and is desirous of providing payment to the same, so far as in its power, by an assignment of all its property for that purpose.

NOW, THEREFORE, ASSIGNOR, for a valuable consideration, receipt of which is hereby acknowledged, does hereby make the following General Assignment for the benefit of ASSIGNOR'S creditors to ASSIGNEE, under the following terms and conditions:

ASSIGNMENT OF PROPERTY
TRANSITIONS

1.1 To the fullest extent allowed by law, ASSIGNOR does hereby grant, bargain, sell, assign, and transfer to ASSIGNEE, its successors and assigns, in trust for the ultimate benefit of ASSIGNOR'S creditors generally, all of the property rights, titles and interests in the assets of the ASSIGNOR of every kind and nature and wheresoever situated, whether in possession, reversion, remainder, or expectancy, both real and personal, and any interest or title therein not exempt from execution; including without limitations all inventory, merchandise, furniture, fixtures, machinery, equipment, raw materials, work in process inventory, refunds, book accounts, books, accounts receivable, cash on hand, intellectual property, general intangibles, all choses in action (personal or otherwise), insurance policies, real property and all other property of every kind and nature owned by the ASSIGNOR, and without limiting the generality of the foregoing, including all of the assets pertaining to that certain company known SAND K, INC. dba BETTE PAIGE, dba SELÉ, dba BETTE SUNG with location(s) at 2211 Saybrook Ave, City of Commerce, CA 90040 and 530 Seventh Ave, Ste. 506, New York, NY 10018 ("Assigned Property"). ASSIGNOR'S federal tax payer identification number is 95-4623401. This instrument transfers all legal title and possession of all of ASSIGNOR'S assets.

1.2 This Assignment constitutes a grant deed to all real property owned by ASSIGNOR, whether or not said real property is specifically described herein. ASSIGNOR agrees to execute such other and further documents as are necessary and appropriate, determined by the ASSIGNEE in its sole discretion, to carry out the intent of this paragraph 1.2.

1.3 ASSIGNOR agrees to deliver to ASSIGNEE all books of account and records, to execute and deliver all additional necessary documents immediately upon request by ASSIGNEE, and to endorse all indicia of ownership where required by ASSIGNEE, in order to complete the transfer of all assets to ASSIGNEE as intended by this General Assignment including without limitation, all of ASSIGNOR'S real and personal property and/or ASSIGNOR'S interest therein, including mortgages, deeds of trust, motor vehicles, patent and copyrights, and general intangibles. ASSIGNEE is hereby authorized to execute all endorsements and demands requiring ASSIGNOR'S signature, in the name of ASSIGNOR. ASSIGNOR further authorizes ASSIGNEE to apply for any deposits, refunds (including specifically, among all others, claims for refund of taxes paid) or claims wherever necessary, in the name of ASSIGNOR. ASSIGNEE is authorized to direct all ASSIGNOR'S United States mail to be delivered to ASSIGNEE, and ASSIGNEE is expressly authorized and directed to open and mail as agent of ASSIGNOR. ASSIGNOR authorizes ASSIGNEE to do any thing or act which the ASSIGNEE in its sole and absolute discretion deems necessary or advisable to effectuate the purposes of this General Assignment.

1.4 ASSIGNOR and ASSIGNEE agree to the following:

1.4.1 This instrument transfers legal title and possession to ASSIGNEE of all the Assigned Property and, ASSIGNEE, in its own discretion, may determine whether to continue all or part of ASSIGNOR'S business operations, or to liquidate said assets; if ASSIGNEE deems it advisable it may operate the business, except that it is the intent of the parties that such operation shall be limited in duration and shall be for the purpose of maximizing the value of the Assigned Property.

1.4.2 ASSIGNEE, at its sole discretion, may sell and/or dispose of ASSIGNOR'S assets upon such terms and conditions as it may deem fit, at public or private sale, provided, however, that ASSIGNEE shall use its best efforts to maximize the proceeds from the sale and disposition of said assets; ASSIGNEE shall not be liable in any manner, and ASSIGNEE'S obligations shall be in its representative capacity, only, as an ASSIGNEE for the general benefit of ASSIGNOR'S creditors. ASSIGNEE shall administer the estate created hereby to the best of its ability and it is expressly understood that it, its agents, servants or employees shall be liable only for failure to exercise reasonable care and diligence in discharging its duties hereunder, and it shall not be liable for any act or thing done by it, its agents, servants, or employees in good faith and/or in reliance on advice of counsel in connection herewith.

1.4.3 ASSIGNOR shall be fully and solely responsible for the preparation and filing of all income tax returns, including without limitation the payment for the preparation of such returns and the payment of any taxes reported as due and payable in such returns.

1.5 Excluded Matters

1.5.1 Leases and leasehold interests in real or personal property are not included in this Assignment. If, however, the ASSIGNEE determines any lease or leasehold interest may be assigned, and also that the same has realizable value for ASSIGNOR'S creditors, then ASSIGNOR agrees that upon demand of ASSIGNEE, it will assign and transfer such lease or leasehold interest to ASSIGNEE, or its nominee, for administration under the terms of this Assignment.

1.5.2 Employee benefit plans (which includes any related employee trust fund) including without limitation, any ERISA-qualified plan or other similar employee plan created and/or maintained by ASSIGNOR are not property of ASSIGNOR and are not included in this Assignment. ASSIGNEE shall not, as a result of this Agreement, be, nor be deemed to be, an administrator under such employee benefit plan, nor shall the ASSIGNEE have any claim, or responsibility for, the termination of any such employee benefit plan of ASSIGNOR and/or its employees.

1.5.3 In the event ASSIGNOR is engaged in the sale of alcoholic beverages, ASSIGNOR hereby appoints ASSIGNEE as its agent for the sole purpose of filing such documents as are necessary and/or appropriate to the completion of any sale of permit(s) for the sale of alcoholic beverages in the ASSIGNOR'S place of business and/or sale of alcoholic beverage license(s) ("Sale"). ASSIGNEE is hereby vested with absolute discretion in regard to the transfer or sale of ASSIGNOR'S permit(s) for the sale of alcoholic beverages in the ASSIGNOR'S place of business and/or sale of alcoholic beverage license(s) and ASSIGNEE assumes no liability by reason thereof. ASSIGNOR hereby assigns to ASSIGNEE all of the proceeds of the Sale for the benefit of ASSIGNOR'S creditors, generally in accordance with the terms of this agreement.

2.

POWERS OF THE ASSIGNEE

Except as otherwise allowed or limited by statutes, ASSIGNEE shall have the following powers:

2.1 ASSIGNEE may sell, lease or use the property of ASSIGNOR whichever ASSIGNEE determines to be in the best interest of all parties. Subject to all valid secured claims, from all funds received from gross proceeds of sales, collections of all sums due, operation of ASSIGNOR'S business, and all other sources (hereinafter "Gross Proceeds"), ASSIGNEE shall pay itself a reasonable fee for all services it provides as ASSIGNEE, directly or indirectly, pursuant to the terms hereof on and after the effective date hereof, of \$35,000.00 plus 5% of all monies received, directly or indirectly, by ASSIGNEE. "Gross

Proceeds" are defined as all proceeds realized on the account of disposition of assets whether or not such proceeds are received or handled by ASSIGNEE.

2.2 ASSIGNEE may in its sole and absolute discretion also pay from the Proceeds:

2.2.1 Its actual out-of-pocket expenses including without limitation, fidelity insurance (1% per year, or part of a year, calculated on Gross Proceeds), photocopy, postage, messenger, overnight mail, mileage, parking and records storage.

2.2.2 Remuneration to its professionals, para-professionals and agents including without limitation, bookkeepers, consultants, employees and reasonable fees and expenses to accountants, attorneys and other professionals. ASSIGNEE may employ persons as ASSIGNOR determines are necessary to perform its duties hereunder in its sole discretion and judgment.

2.2.3 The costs and expenses incurred by any creditor who may have levied an attachment or other lien on assets of ASSIGNOR.

2.2.4 Any and all fees, expenses and/ or charges incurred in the defense of an involuntary bankruptcy petition, including, without limitation, a motion for abstention by ASSIGNEE.

2.2.5 All of the aforementioned amounts are to be determined at the ASSIGNEE's sole discretion and judgment.

2.3 ASSIGNEE may compromise claims, complete or reject ASSIGNOR'S executory contracts, discharge at its option any liens on said assets and any indebtedness which under law is entitled to priority of payment. ASSIGNEE shall have the power to borrow money, hypothecate and pledge as security for repayment of a debt the assets, and to do all matters and things which said ASSIGNOR could have done prior to this General Assignment. Any act or thing done by ASSIGNEE hereunder shall bind the assignment estate and the ASSIGNEE only in its capacity as ASSIGNEE for the benefit of ASSIGNOR'S creditors. ASSIGNEE shall have the right to sue as the successor of the ASSIGNOR, or ASSIGNEE is hereby given the right and power to institute and prosecute legal proceedings in the name of the ASSIGNOR, the same as if the ASSIGNOR had itself instituted and prosecuted such proceedings or actions. ASSIGNEE is hereby authorized and has the right in its sole discretion to defend all actions instituted against the ASSIGNOR, and to appear on behalf of the ASSIGNOR in all proceedings (legal or otherwise) in which ASSIGNOR is a party. ASSIGNOR does hereby appoint ASSIGNEE as the ASSIGNOR'S attorney in fact with full power to act for and in place of the

ASSIGNOR in such actions or proceedings or in any other matters, including the right to verify all pleadings or other documents on behalf of ASSIGNOR.

2.4 ASSIGNEE shall not be personally liable in any manner in connection with the performance of its duties and obligations hereunder. ASSIGNEE'S obligations hereunder shall be in a representative capacity only as an ASSIGNEE for the general benefit of ASSIGNOR'S creditors. ASSIGNEE shall administer this estate to the best of its ability and it is expressly understood that ASSIGNEE, and its agents, servants or employees, shall be liable only for reasonable care and diligence in the administration of the Assignment Estate. ASSIGNEE shall not be liable for any act or thing done by ASSIGNEE, its agents, servants, or employees in good faith in connection herewith. ASSIGNEE is not liable or responsible for any obligations of any nature whatsoever incurred at any time by ASSIGNOR, whether before or after the date of this Assignment.

2.5 ASSIGNOR agrees, unless otherwise provided at law, to make any and all claims for refund of taxes which may be due from the Director of Internal Revenue and/or the State Taxing Authorities for tax refunds, or otherwise. In the event any such refunds are received by ASSIGNOR, ASSIGNOR agrees to pay them over to ASSIGNEE, and hereby empowers ASSIGNEE, as attorney in fact of ASSIGNOR, to make all claims for refunds which may be made by an attorney-in-fact. ASSIGNOR further agrees, to the extent that any tax or the refund claim is not assignable, to make any and all claims for refund of taxes or any other money due, from any governmental agency, for tax refunds, or otherwise, and to forthwith upon receipt of any such funds, pay them over to ASSIGNEE, and hereby empowers ASSIGNEE, his attorney-in-fact of ASSIGNOR, to make all claims for refunds which may be made by an attorney-in-fact.

2.6 ASSIGNEE shall have all powers, pursuant to the laws of the State of California or any other applicable law to recover preferential transfers and fraudulent conveyances and may sell and/or transfer such powers to a third party.

3.

ALLOWANCE AND PAYMENT OF CLAIMS

3.1 Except as otherwise provided herein, allowance of claims shall be determined by the standards set forth in *11 U.S.C. §§ 501 and 502*. ASSIGNEE shall have no obligation to make disbursement of funds to claimants unless the funds realized through the liquidation, net of all administrative expenses, the claims of secured creditors, and the claims of taxing authorities, are in excess of \$3500. In the event that the funds realized through the liquidation, after payment of all administrative expenses, the claims of secured creditors, and the claims of taxing authorities is not greater than \$3500, such funds shall be payable to ASSIGNEE. Additionally, any Unclaimed Funds, as defined by paragraph 3.7, shall be additional compensation to ASSIGNEE.

3.2 JANUARY 10, 2012 shall be the last day to submit claims. Written notice of said last day to submit claims shall be given by first class mail, postage fully pre-paid, to all creditors. By filing a claim, each creditor shall waive and forever release and discharge all claims it has or may have against the ASSIGNOR, its officers, directors, shareholders, assignees, agents, attorneys, and employees. All claims not received by the ASSIGNEE by the last day to submit claims may, in ASSIGNEE'S sole and absolute discretion, be disregarded for purposes of distribution of assets as required hereunder.

3.3 ASSIGNEE shall, if a purpose would be served, determine whether any claim shall be allowed for payment hereunder pursuant to paragraph 3.1. hereof. If ASSIGNEE determines that a claim should not be allowed in whole or partially for distribution ("Rejected Claim"), ASSIGNEE shall give written notice by first class mail, postage prepaid, addressed to the holder of such claim ("Notice") at least 21 days prior to making any distribution to any claims having the same or lower priority as determined by paragraph 3.5 and its sub-parts hereof. In the event that a creditor who holds a claim which is a Rejected Claim disputes the ASSIGNEE'S rejection of such claim, such creditor must commence an action for declaratory relief only in the California Superior Court, Los Angeles County, Long Beach Division, to establish such claim. Failure to timely file and prevail in a lawsuit to establish the Rejected Claim will result in its allowance or disallowance, as provided in the Notice, for purposes of distributions of funds pursuant to the terms hereof.

3.4 With respect to any claim that is the claim of a lessor for damages resulting from the termination of a lease of real property, such claim shall be limited to:

3.4.1 The rent reserved by such lease, without acceleration, for the greater of one year, or 15%, not to exceed three years, of the remaining term of such lease, following the earlier of:

3.4.1.1 The date of this Agreement; and

3.4.1.2 The date on which such lessor repossessed, or the lease surrendered, the leased property; plus

3.4.2 Any unpaid rent due under such lease, without acceleration, on the earlier of such dates.

3.5 After payment of all valid claims of secured creditors and the items set forth in paragraph 2.1 and 2.2 and its sub-parts, claims shall be paid in the following order of priority:

3.5.1 First, FEDERAL taxes of any nature whatsoever owing as of the date of this Assignment, or such claim of any Federal governmental agency as defined under 31

U.S.C. § 3713, including, without limitation, Federal withholding taxes, Federal unemployment taxes and any other Federal income, excise, property and employment tax.

3.5.2 Second, all state, county and municipality taxes of any nature whatsoever owing as of the date of this Assignment, including, without limitation, implement, property and income taxes.

3.5.3 Third, to claims for wages and employment benefits to the extent provided by *California Code of Civil Procedure §1204 and §1204.5* out of the statutory maximum.

3.5.4 Fourth, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro-rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. The ASSIGNEE may, but is not required to, make interim distributions whenever the ASSIGNEE has cumulative sufficient funds to enable it to make a reasonable distribution.

3.5.5 With the surplus of money and property, if any, to be transferred and conveyed to ASSIGNEE.

3.5.6 If any undistributed dividends to creditors or any reserve of other funds shall remain unclaimed for a period of ninety (90) days after issuance of distribution checks by the ASSIGNEE ("Unclaimed Funds"), then the same shall become the property of ASSIGNEE and used to supplement its fees for services rendered for administering this Assignment.

3.6 ASSIGNEE shall make distributions, as referenced in paragraph 3.5 above, as often as is reasonable and practical, as determined in the ASSIGNEE'S sole and absolute discretion; provided, however, that such distributions shall be made no more often than every 90 days.

3.7 All distributions made by the ASSIGNEE shall have appearing on them the following legend: "Acceptance of this check by endorsement or other form of negotiation constitutes an absolute waiver of any right to contest the release stated to be in effect upon the filing of a claim pursuant to paragraph 3.2 of the General Assignment Agreement. THIS CHECK IS VOID IF NOT CASHED WITHIN 90 DAYS". Any check voided pursuant to this paragraph 3.7 shall be Unclaimed Funds.

3.8 In the event that ASSIGNEE contest the validity of a Claim¹ (as set forth more fully in detail in paragraph 3.3 above) falling within any of the classifications set forth in paragraph 3.5 and its subparts hereinabove, the ASSIGNEE may withhold the pro-rata distribution (whether interim or final) to which the holder of such contested Claim would otherwise be entitled to receive until the allowance of the contested claim is determined by a Court of competent jurisdiction or by agreement with the ASSIGNEE, provided, however, such court determination is timely sought by the holder of the contested Claim.

4.
OTHER PROVISIONS

4.1 It is agreed and understood that this transaction is a general assignment for the benefit of all of ASSIGNOR'S creditors; and that this is a "general assignment for the benefit of creditors," as set forth in and defined by the *California Code of Civil Procedure § 493.010*, and all other laws of the State of California pertaining thereto.

4.2 ASSIGNOR acknowledges and affirms it is required, pursuant to *California Code of Civil Procedure, Section 1802(c)*, to provide ASSIGNEE concurrently herewith a verified list of ALL creditors (including, without limitation, disputed creditors and persons and/or entities having lawsuits against ASSIGNOR), equity holders, and any other parties in interest, which shall include the name(s), address(es), city(s), state(s), and ZIP Code(s) for each creditor together with an amount of the creditor's anticipated claim in the General Assignment proceedings ("Verified List"). The Verified List shall be signed under penalty of perjury by the ASSIGNOR'S representative. ASSIGNOR and ASSIGNEE agree that ASSIGNOR is better informed of identity of the nature and extent of its creditors (including, without limitation, disputed creditors and persons and/or entities having lawsuits against ASSIGNOR), equity holders, and any other parties in interest as of the moment this General Assignment became effective than is ASSIGNEE. Therefore, ASSIGNOR acknowledges and agrees notwithstanding any other information imparted to ASSIGNEE at any time prior to the effective date of this General Assignment, ASSIGNEE will exclusively rely on the Verified List and no other information in giving notice of this General Assignment to ASSIGNOR'S creditors (including, without limitation, disputed creditors and persons and/or entities having lawsuits against ASSIGNOR), equity holders, and any other parties in interest.

4.3 ASSIGNOR understands and agrees that it shall provide the ASSIGNEE at the time of making of this Assignment a list of unpaid accounts receivable and or amounts

¹ The term "Claim" for purposes of this agreement shall mean a right to payment as defined by 11 U.S.C. §101(5) and the Federal case law construing it.

due to ASSIGNOR, if any, which shall include the name(s), addresses, city(s), state(s), ZIP Code(s), and the amount owing for each debtor or account debtor of ASSIGNOR. Additionally, ASSIGNOR shall deliver to ASSIGNEE, at or before the execution of this General Assignment, any and all documentation supporting each account receivable or amount due to ASSIGNOR.

4.4 ASSIGNOR acknowledges and agrees it has solely relied upon the advice of its own legal counsel, or has had an opportunity to do so, prior to and when making the decision to enter into its General Assignment by executing this contract. ASSIGNOR further acknowledges and agrees it has not directly or indirectly received advice or counsel from ASSIGNEE prior to and when making the decision to enter into this General Assignment. ASSIGNOR further acknowledges and agrees at all times prior to executing this General Assignment, it knew and understood ASSIGNEE did and does not engage in providing legal services or legal advice and provided neither to ASSIGNOR.

4.5 Except as otherwise provided herein, this Agreement shall be construed in accordance with and governed by the laws of the State of California.

4.6 Venue and jurisdiction of any legal action to enforce the terms of this Agreement or to enforce the powers granted to ASSIGNEE by this Agreement or at law, including, without limitation, the powers granted by paragraph 2.1, 2.2, 2.3, 2.4, 2.5 and 2.6 and the *California Code of Civil Procedure Section 1800*, by this Agreement may be exclusively in the Superior Court of California, County of Los Angeles, State of California. By submitting to ASSIGNEE a proof of claim pursuant to paragraph 3.2 of this Agreement, the claimant submitting such claim consents to be bound by the terms of this paragraph 4.6.

4.7 In the event that any court holds any provision, term, covenant, or condition of this Agreement to be invalid, then any such invalidity shall not effect any other term, covenant, or condition and the remaining provisions of this Agreement shall be given full force and effect pursuant to the laws of the State of California, unless such invalid term, covenant, or condition is a material part of this Agreement.

4.8 In the event that ASSIGNEE should elect to defend any challenge by any creditor of all or any portion of this Agreement, including the defense of a rejection or partial allowance of a claim pursuant to paragraph 3.3 hereof, ASSIGNEE shall be entitled to reasonable attorneys' fees and costs from such creditor.

4.9 This assignment supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and thereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof.

This GENERAL ASSIGNMENT is made this 14TH day of JULY, 2011 at LONG BEACH, California.

ASSIGNOR:

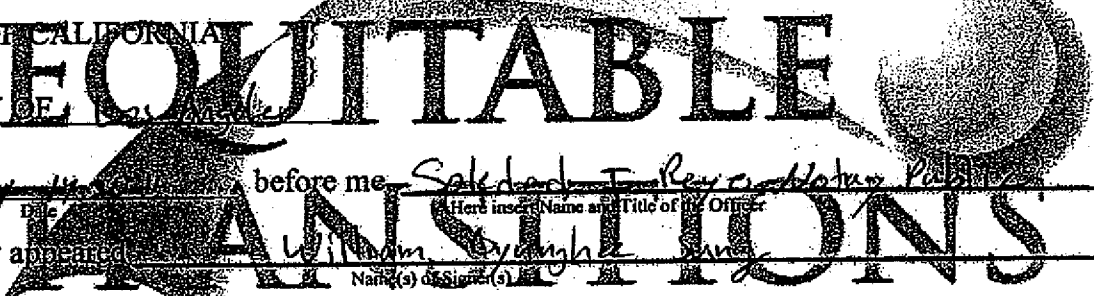
**SAND K, INC. dba BETTE PAIGE, dba SELÉ, dba
BETTE SUNG**

WKS

By: WILLIAM SUNG, President

STATE OF CALIFORNIA

COUNTY OF Los Angeles

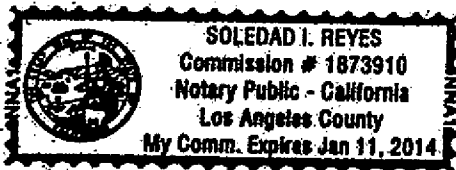


On July 14, 2011 before me Soledad I. Reyes, Notary Public
personally appeared William Sung
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: *William Sung*
Signature of Notary Public

The foregoing GENERAL ASSIGNMENT is hereby accepted this 14TH day of JULY, 2011 at LONG BEACH, California.

ASSIGNEE:
EQUITABLE TRANSITIONS, INC.


By: NIGEL HAMER, President

**EQUITABLE
TRANSITIONS**