

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arcia & McConkey, Inc.		05/03/2011	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Evy of California, Inc.		
Street Address:	810 South Flower Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3167128	JALATE	
CORRESPONDENCE DATA			
Fax Number:	(213)630-5745		
Phone:	2138915031		
Email:	trademark@buchalter.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:	Jessie K. Reider, CA Bar No. 237,113		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 2:	Buchalter Nemer, APC		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:		E9700-0001	
NAME OF SUBMITTER:		Jessie K. Reider, CA Bar No. 237,113	
Signature:		/jkr/	

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 REEL: 004643 FRAME: 0225**

Date:

10/17/2011

Total Attachments: 4

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IN THE CIRCUIT COURT OF THE 11th JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

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EVY OF CALIFORNIA, INC.,

Case No. 10-60638 CA 10

Plaintiff,

v.

ARCIA & McCONKEY, Inc.

Defendant.

NO FURTHER JUDICIAL ACTION IS REQUIRED.
THIS CASE IS CLOSED

FINAL ORDER AS TO ALL PARTIES

SRS DISPOSITION
NUMBER 12

AGREED ORDER ON PLAINTIFF'S PETITION TO CONFIRM ARBITRATION
AWARD AND FINAL JUDGMENT IN FAVOR OF PLAINTIFF

THIS CAUSE came to be heard on Plaintiff EVY OF CALIFORNIA, INC.'s ("Evy")
Petition to Confirm Arbitration Award (the "Petition"). The Court having reviewed and
considered the Petition, noting the agreement of the parties and being otherwise fully advised in
the premises, finds the following:

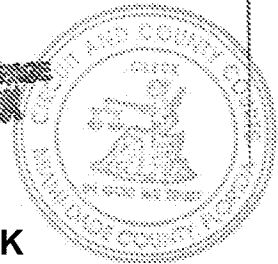
1. This Court has jurisdiction over this matter pursuant to Chapter 682, Florida
Statutes, in that the Petition is to confirm an arbitration award and for final judgment based on
said award.

2. On July 21, 2009, Arcia & McConkey, Inc. ("A&M") commenced an arbitration
against Evy alleging breach of a May 12, 2005 Agreement for Sale of Business and Assets (the
"Sales Agreement") and a June 4, 2005 Letter Agreement ("Licensing Agreement") alleging
Evy failed to pay, among other things, certain royalties under the parties' agreements.

3. In response to A&M's arbitration petition, Evy filed a counter-petition seeking an
Order compelling the transfer of A&M's Jalate Trademark under the terms of the Sales
Agreement.

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CONFIRMATION ON LAST PAGE
HARVEY RUVIN, CLERK



4. After a full arbitration hearing on the parties' claims and defenses, the Arbitrator, John Arrastia, Jr., issued an Interim Award of Arbitrator dated August 24, 2010 (the "Interim Award") awarding Evy its full requested relief and denying A&M's claims in total. A&M was ordered to convey the Jalate Trademark, to Evy pursuant to Section 7(h) of the Sales Agreement. The Interim Award found Evy to be the prevailing party, but left open the issue of attorneys' fees, costs and expenses.

5. On September 21, 2010, the Arbitrator issued the Final Award of Arbitrator (the "Final Award"). The Final Award repeated the Arbitrator's findings in favor of Evy, but found that the Arbitrator was without jurisdiction to award attorneys' fees and costs because there was not substantial, competent evidence that the parties waived the provisions of Fla. Stat. § 682.11 to consider Evy's application for fees and costs. However, the Final Award did award the administrative fees, expenses and the Arbitrator's compensation as provided for by the Rules of the American Arbitration Association ("AAA"). In sum, the Final Award found that A&M is required to reimburse Evy the sum of \$13,337.64, representing that portion of the fees and expenses in excess of the apportioned costs previously incurred by Evy in the arbitration proceedings.

6. On October 11, 2010, Evy moved to modify the Final Award due to A&M's repeated refusal to execute a written assignment with respect to the Jalate Trademark in compliance with the Final Award. On November 9, 2010, the Arbitrator entered his Modified Final Award of Arbitrator ("the Modified Final Award"), granting Evy its requested relief. All other aspects of the Final Award remained the same. On or about November 22, 2010, Evy filed a Motion to Confirm Arbitration Award.

7. On January 10, 2011, A&M filed its Answer to Petition to Confirm Arbitration Award, Affirmative Defenses, Counterclaim and Demand for Jury Trial. Nothing in A&M's Answer raises an appropriate statutory ground why the Court should not confirm the Arbitration Award. In addition, while A&M's Counterclaim purports to assert claims for fraudulent inducement (Count I), rescission of the Sales Agreement (Count II), and a Petition to Vacate the Arbitration Award (Count III),¹ the Court finds that A&M has failed to raise any one of the five statutory grounds to vacate an arbitration award under Fla. Stat. § 682.13. Further, the reasons given by A&M as to why it alleges the arbitration award was erroneously entered (all of which are without merit) are barred by the doctrine of res judicata or would themselves be subject to arbitration pursuant to the parties' clear and unambiguous contractual arbitration clause. For these reasons, the Counterclaim fails as a matter of law.

Based on the foregoing,

IT IS HEREBY ORDERED AND ADJUDGED that:

1. Plaintiff, Evy of California, Inc., whose address is 810A S. Flower St., Los Angeles, CA 90017, shall recover from Defendant, Arcia & McConkey, Inc., whose address is 1533 Sunset Drive, Ste. 201, Miami, FL 33143, as follows:

a. A&M shall immediately convey, and does convey, all right, title and interest in the "Jalate Trade name," including without limitation, the "Trademark" as defined in Section 7(h) of the Sale Agreement (U.S.P.T.O. Registration No. 3167128), and all related goodwill and shall execute and deliver all transfer documents requested by Evy of California, Inc. to transfer such Trademark and

¹ On January 10, 2011, A&M filed a belated Renewal Motion to Modify the Arbitrator's Award with the AAA. Arbitrator Arrastia denied A&M's requested relief on February 23, 2011, a copy of which has been filed with the Court.

assign the licenses entered into by Arcia & McConkey, Inc. and its shareholders related to the Jalate Trade name or brand;

b. the sum of \$13,337.64, representing that portion of the arbitration administrative fees and expenses in excess of the apportioned costs previously incurred by Evy in the arbitration, for which sum let execution issue;

c. pursuant to the agreement of the parties and Section 15 of the Licensing Agreement, the sum of \$40,000.00 in attorneys' fees and costs for which sum let execution issue.

d. A&M's Counterclaim is dismissed with prejudice and A&M shall go henceforth without day.

2. IT IS FURTHER ORDERED AND ADJUDGED that A&M shall complete the attached Fact Information Sheet and return same to Evy's attorney, within 45 days from the date of this Judgment.

DONE and ORDERED in Chambers at Miami-Dade County, Florida, this 3 day of May, 2011.

Peter R. Lopez
CIRCUIT COURT JUDGE

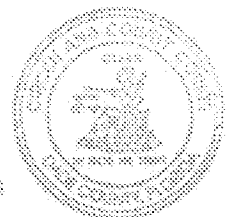
Copies Furnished to:
All Counsel of Record.

PETER R. LOPEZ
CIRCUIT COURT JUDGE

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file in this office, 8/31/11 AD 20
HARVEY RUVIN, Clerk of Circuit and County Courts
Deputy Clerk *[Signature]*



STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on AUG 31 2011 day of
With my hand and Official Seal.
[Signature] D.C.



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