

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
Luminess, LP		08/01/2011	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Je Matadi, Inc.
Street Address:	12802 Capricorn Drive
City:	Stafford
State/Country:	TEXAS
Postal Code:	77477
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77925571	LUMINESS TAN
Serial Number:	77925586	ILUMINESS
Registration Number:	3781522	LUMINESS
Registration Number:	3442016	LUMINESS AIR
Serial Number:	77558158	LUMINESS AIR
Registration Number:	3819056	
Serial Number:	85431893	HAUTE POLISH

CORRESPONDENCE DATA

Fax Number: (713)868-2262
 Phone: 7138696975
 Email: paul@beiklaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Paul S. Beik
 Address Line 1: 8100 Washington Avenue, Suite 1000

900209254

**TRADEMARK
 REEL: 004676 FRAME: 0775**

OP \$190.00 77925571

Address Line 4: Houston, TEXAS 77007

ATTORNEY DOCKET NUMBER:	1100014225
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NAME OF SUBMITTER:	Paul S. Beik
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Signature:	/1100014225/
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Date:	12/12/2011
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ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is made effective as of August 1, 2011 from Luminess, LP ("ASSIGNOR") to Je Matadi, Inc. ("ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of the trademarks (the "Marks") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill associated with and attributed to the Marks and the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products").

WHEREAS, ASSIGNOR is the owner, by virtue of assignment, of the entire right, title and interest in and to the patents and patent applications ("Patents and Applications") listed in Exhibit A, attached hereto. The assignment of all listed Patents and Applications have been recorded in the U.S. Patent and Trademark Office as indicated in Exhibit A. ASSIGNOR further represents and warrants that no previous assignment, sale, agreement or encumbrance has been made or will be made with respect to the Patents and Applications listed in Exhibit A, and that ASSIGNOR has full right to convey the entire interest in the Patents and Applications as herein assigned and to become bound by the terms and conditions of this agreement.

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks.

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, Patents and Applications, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks, Patents and Applications.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

LUMINESS, LP

By: _____

Name: _____

PERSHANT MEHTA

Date: _____

08/01/2011

EXHIBIT A

Trademarks

MARK	APP. NO.	REG. NO.	FILING DATE	REG. DATE
LUMINESS TAN	77/925571 (U.S.)	Pending	2/2/2010	Pending
LUMINESS	77/925586 (U.S.)	Pending	2/2/2010	Pending
LUMINESS	77/134215 (U.S.)	3781522	3/19/2007	4/27/2010
LUMINESS AIR	77/209273 (U.S.)	3442016	6/19/2007	6/3/2008
LUMINESS AIR (AND BUTTERFLY LOGO)	77/558158 (U.S.)	Pending	8/28/2008	Pending
BUTTERFLY LOGO (AND DESIGN)	77/558144 (U.S.)	3819056	8/28/2008	7/13/2010
LUMINESS AIR	1487661 (Canada)	Pending	6/28/2010	Pending
LUMINESS AIR (AND BUTTERFLY LOGO)	1487662 (Canada)	Pending	6/28/2008	Pending
LUMINESS AIR	2010-010588 (Japan)	5337617	2/15/2010	7/9/2010
LUMINESS AIR (AND BUTTERFLY LOGO)	2010-010589 (Japan)	Pending	2/15/2010	Pending
HAUTE POLISH	85/431893 (U.S.)	Pending	10/26/2011	Pending

Patents

Patent No.	Issue Date	Application Serial No.	Assignment Date	Reel	Frame
Pending	Pending	12/291,117	10/27/2009	023643	0466