

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	Entity Type
	Studio USA, LLC		LIMITED LIABILITY COMPANY: CALIFORNIA
EXECUTION DATE			
		12/14/2011	
RECEIVING PARTY DATA			
Name:	Sandow Media, LLC		
Street Address:	3731 NW 8th Avenue		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3808541	STUDIO BEAUTYMIX
CORRESPONDENCE DATA			
Fax Number:	(561)634-2161		
Email:	gmlefkowitz@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:	Gregory M. Lefkowitz		
Address Line 1:	2700 North Military Trail, Suite 300		
Address Line 4:	Boca Raton, FLORIDA 33431		
ATTORNEY DOCKET NUMBER:	F6052-23001		
NAME OF SUBMITTER:	Gregory M. Lefkowitz		
Signature:	/Gregory M. Lefkowitz/		
Date:	12/14/2011		
Total Attachments: 1 source=StudioAssignment#page1.tif			

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CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Assignment is made this 14 day of December 2011 by and between **Studio USA, LLC**, a California limited liability company, with an address at 500 Broadway, Santa Monica, California 90401 (hereinafter "ASSIGNOR") and **Sandow Media, LLC**, a Delaware limited liability company, with an address at 3731 NW 8th Avenue, Boca Raton, Florida 33431 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the registered proprietor of U.S. Trademark Registration No. 3,808,541 for STUDIO BEAUTYMIX (the "Trademark"); and

WHEREAS, ASSIGNOR previously assigned all IP assets associated with the Studio Beautymix retail operation to ASSIGNEE.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, ASSIGNOR and ASSIGNEE hereby agree:

1. ASSIGNOR hereby sells, assigns, transfers and conveys unto ASSIGNEE all right, title and interest in and to the Trademark and U.S. Trademark Registration No. 3.808,541, together with the goodwill of the business symbolized by the Trademark and confirms the same.

2. This Assignment may be executed in counterparts, each of which when executed and delivered shall be an original; together, such counterparts shall constitute one instrument.

IN WITNESS WHEREOF, ASSIGNOR AND ASSIGNEE have executed and delivered this assignment by their duly authorized officers.

STUDIO USA, LLC

By: Michael C. Perer
Name: Michael Charles Perer
Title: Manager