

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
Malcolm C McCassy V		08/17/2011	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Ethika, Inc.		
Street Address:	6789 Quail Hill Pkwy #203		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92603		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3313394	ETHIKA	
Registration Number:	3618319	ETHIKA	
CORRESPONDENCE DATA			
Fax Number:	(917)210-4017		
Phone:	646-843-9800		
Email:	michael@mrpbusinesslaw.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:	Michael R. Pickles		
Address Line 1:	110 Wall Street, 11th FL		
Address Line 4:	New York, NEW YORK 10005-3817		
NAME OF SUBMITTER:	Michael R Pickles		
Signature:	/MRP/		
Date:	01/20/2012		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Assignment*"), dated August 17, 2011, is entered into by and between **Malcolm C. McCassy, V**, an individual residing in the state of California ("*Assignor*"), and **Ethika, Inc.**, a California corporation ("*Assignee*"), with a principal place of business at 6789 Quail Hill Parkway, #203, Irvine, CA 92603, each individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, Assignor is the owner of the common law trademarks, registered trademarks, applications to register trademarks, intent-to-use applications and other registrations or applications related to trademarks listed on Schedule 1, attached hereto (the "*Assigned Marks*").

WHEREAS, Assignee, the successor of Assignor's ongoing and existing business, or portion thereof, to which the Trademarks pertain, is desirous of acquiring the full right, title and interest in, to and under the Assigned Marks and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, the sum of ten dollars (\$10.00) paid by Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. In connection with the conveyance of those business assets to which the trademarks pertain, Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in the United States of America, and in all countries and jurisdictions of the world, in, to and under the Assigned Marks, together with the goodwill of the business symbolized by said Assigned Marks, and applications and registrations thereof, any renewal rights therein, that portion of the business which is ongoing and existing to which the trademarks pertain, and the exclusive right to enforce the Assigned Marks in the United States and throughout the world in the sole name of Assignee, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 2. Representation and Warranty by Assignor. Assignor hereby represents and warrants to Assignee that Assignor has the full right, title and interest to assign, transfer, convey, and set over the entire rights, title and interests assigned hereunder, and that Assignor has not executed and will not execute any agreement in conflict herewith.

Section 3. Covenant by Assignor. Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be necessary or desirable to perfect Assignee's title in, to and under the Assigned Marks.

Section 4. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

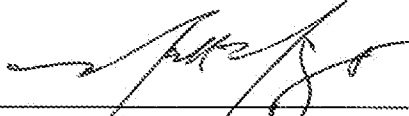
Section 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

Section 6. Entire Agreement. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS]

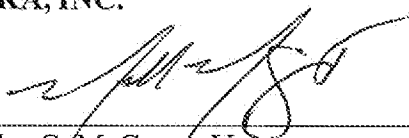
IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

ASSIGNOR

By: 
Malcolm C. McCassy, V

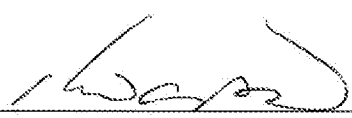
ASSIGNEE

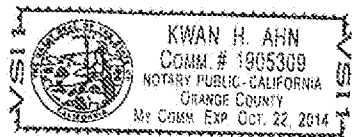
ETHIKA, INC.

By: 
Malcolm C. McCassy, V
President

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)


On this 17th day of August, 2011 before me personally appeared Malcolm C. McCassy, V, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument and, who being by me duly sworn did depose and say that he acknowledged said instrument to be his free act and deed.

{seal} Notary Public 



SCHEDULE I

United States Federal Trademark Registrations

Mark	App. No. Filing Date	Reg. No. Reg. Date	Class: Goods	Status
ETHIKA	78/273,840 7/14/03	3,313,394 10/16/07	25: Clothing, namely, boxer shorts, underwear, t-shirts, and headwear	REGISTERED Affidavit of Use due 10/16/13 Renewal due 10/16/17
 ethika	77/418,974 3/11/08	3,618,319 3/12/09	25: Clothing, namely, t-shirts, boxer shorts, underwear, and headwear	REGISTERED Affidavit of Use due 3/12/15 Renewal due 3/12/19

Non-U.S. Trademark Registrations

Country	Mark	App. No. Filing Date	Reg. No. Reg. Date	Class: Goods	Status
European Community	ETHIKA	2776144 7/15/02	2776144 12/16/03	25: Clothing, headgear and footwear	REGISTERED Renewal due 7/15/12
Japan	ETHIKA	58616/2002 7/12/02	4664624 4/18/03	25: Clothing, headgear and footwear	REGISTERED Renewal due 4/18/13