

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
Pebble Lane, Inc.		02/06/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FAM, LLC		
Street Address:	6017 Randolph Street		
City:	Commerce		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4000348	PEACE AND PEARLS	
CORRESPONDENCE DATA			
Fax Number:	(310)826-6991		
Phone:	310.826.7474		
Email:	ilee@raklaw.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:	Irene Y. Lee		
Address Line 1:	12424 Wilshire Boulevard, 12th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	2359-001 TM ASSIGNMENT		
NAME OF SUBMITTER:	Irene Y. Lee		
Signature:	/Irene Y. Lee/		
Date:	02/07/2012		

OP \$40.00 4000348

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered by and between Pebble Lane, Inc., a California corporation, having a place of business at 10543 Lost Trail Avenue, Shadow Hills, CA 91040 ("Assignor"), and FAM, LLC, a California limited liability company, having a place of business at 6017 Randolph Street, Commerce, CA 90040 ("Assignee") and is effective as of February 6, 2012 (the "Effective Date").

Recitals

WHEREAS, Assignor is the sole and exclusive owner of record and of the entire right, title and interest in and to the trademarks listed in **Schedule "A"** attached hereto (hereinafter "**Marks**"), their respective applications, registrations and the goodwill appertaining thereto;

WHEREAS, Assignor desires to sell, assign, and transfer to Assignee, its entire right, title, and interest in and to the Marks, any registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Marks.

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Marks, any registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Marks.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, Assignor's entire right, title, and interest in and to the Marks and the registrations therefor, together with: (1) the goodwill of the business appertaining thereto; (2) all income, royalties, and damages 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 hereby represents and warrants and covenants to Assignee: (1) Assignor owns all right, title, and interest in and to the Marks; (2) there is no assignment, conveyance, license or transfer of any right, title or interest in and to the Marks; (3) there are no liens, conveyances, mortgages, assignments, encumbrances, or other agreements that would affect the right, title or interest in and to the Marks; (4) the Marks are in use in commerce on or in connection with all of the goods or services listed in the existing registrations for the specified class(es); (5) the Marks have been continuously used in commerce after the respective dates of registration; (6) no decision adverse to Assignor's claim of ownership of such Marks for the specified goods or services exists; (7) no decision adverse to Assignor's right to register the same or to keep the same on the register exists; (8) no proceeding involving the right, title or interest in the Marks pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.




In the event that Assignee or any of its customers, distributors, dealers or agents is sued by a third party for violation of a third party's rights by virtue of using any of the Marks assigned hereunder, Assignor agrees to defend and hold harmless Assignee and its customers, distributors, dealers or agents with respect to all costs, expenses, and damages related to each such suit.

Assignor hereby authorizes the Commissioner of Patents and Trademarks to record the registrations of the Marks as the property of Assignee and to issue all future registrations for the Marks to Assignee.

Assignor further confirms that Assignor has agreed to 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

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as on this 6th day of FEBRUARY 2012.

Assignor: Pebble Lane, Inc.,
a California corporation

By: 
Name: SUMIL KHANNA
Title: PRESIDENT.

STATE OF CALIFORNIA) ss.
COUNTY OF LOS ANGELES)

On _____, 2011 before me, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Seal]

Signature of Notary Public

*See attached
California
Acknowledgment
form
2-6-12
BO*

Attached to. Asset Purchase Agreement dated 2/6/12 by

ACKNOWLEDGMENT

State of California
County of LOS Angeles.

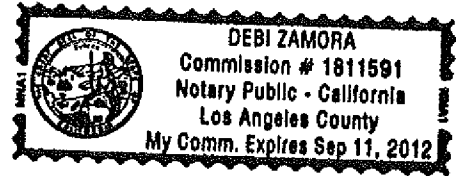
On February 6, 2012 before me, Debi Zamora, Notary Public
(insert name and title of the officer)

personally appeared Sunil Khanna
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

Signature *Debi Zamora* (Seal)



Schedule A

Mark	Territory	Reg. No.	Registered	Serial No.	Filed	Goods (In CI Class)
PEACE AND PEARLS	US	4,000,348	2011-07-26	77-915,840	2010-01-20	Athletic apparel, namely shirts, pants, jackets, footwear, hats and caps, athletic uniforms; bottoms; children's and infants apparel, namely jumpers, overall sleepwear, pajamas, rompers and one-piece garments; jackets; skirts and dresses; sweaters; tops (IC 25)

