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
Renato Watches, Inc.		02/08/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Swiss Luxury Brands LLC		
Street Address:	29-76 Northern Boulevard		
City:	Long Island City		
State/Country:	NEW YORK		
Postal Code:	11101		
Entity Type: LIMITED LIABILITY COMPANY: DELAWARE			

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark	
Serial Number:	85058002	DISCOVER THE BEAST WITHIN YOU	
Registration Number:	4007317	RENATO EMPORIUM	
Registration Number:	3279931	RC	
Serial Number:	77203908	STALLION	
Registration Number:	3603956	SPORGENZA	
Registration Number:	3873784	CALIBRÉ BUZO	
Registration Number:	3603871	CALIBRÉ ROBUSTO	
Registration Number:	3574960	VINTAGE BEAST	
Registration Number:	3618137	RENATO COLLEZIONI	
Registration Number:	3513511	CYCLOPS	
Registration Number:	3509539	JAKAL	
Registration Number:	3358551	RENATO WILDE-BEAST	
Registration Number:	3305879	T-REX	
Registration Number:	3333587	EMBRACE THE BEAST WITHIN YOU	
		TRADEMARK	

REEL: 004714 FRAME: 0630

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Registration Number:	3358550	EMBRACE THE BEAUTY WITHIN YOU
Registration Number:	3305765	BEAST
Registration Number:	3358541	RENATO BEAUTY
Registration Number:	3204872	RENATO
Registration Number:	3970190	VIVA

CORRESPONDENCE DATA

Fax Number: (212)643-6500 Phone: 212-643-7000

Email: pto@sillscummis.com

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

via US Mail.

Correspondent Name: Sills Cummis & Gross P.C.
Address Line 1: 30 Rockefeller Plaza

Address Line 2: 29th Floor, IP Dept., Docketing
Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER:	09910103.000069
NAME OF SUBMITTER:	Edward Longobardi
Signature:	/Edward Longobardi/
Date:	02/09/2012

Total Attachments: 6

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Trademark Assignment

This Trademark Assignment (this "<u>Assignment</u>"), effective as of February 8, 2012 ("<u>Effective Date</u>"), is between **RENATO WATCHES**, **INC.**, a Florida corporation with offices at 1351 Sawgrass Corporate Parkway Sunrise FL 33323 ("<u>Assignor</u>") and **SWISS LUXURY BRANDS LLC**, a Delaware limited liability company with offices at 29-76 Northern Boulevard, Long Island City, New York 11101 ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the registered trademarks, service marks, applications therefor and trade names and all other common law trademarks, service marks, trade dress and trade names owned or used by Assignor in connection with its business as listed on the attached schedules (collectively, the "Marks"), including but not limited to: (i) the registered trademarks and pending applications in the United States Patent and Trademark Office set forth on Schedule A; (ii) the common law trademarks set forth on Schedule B; and (iii) the foreign trademark registrations set forth on Schedule C.

WHEREAS, Assignor has entered into that certain Asset Purchase Agreement, dated as of February 8, 2012 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign, transfer and sell to Assignee, Assignor's entire right, title and interest in the Marks, and the goodwill associated therewith; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Marks, and the goodwill associated therewith.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for One Dollar (\$1.00) and other fair good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor, as of the Effective Date, hereby sells, grants, conveys, transfers, assigns, and delivers to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Marks, the goodwill of the business appurtenant to and associated with the Marks and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks, all causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Marks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

- 1. Capitalized terms used herein have the respective meanings ascribed thereto in the Purchase Agreement unless otherwise defined herein.
- 2. Assignor, as of the Effective Date, agrees to immediately cease using the Marks and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned,

2065643 v3

transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

- 3. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon request and for no additional consideration, make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as, as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest the Marks to and in the Assignee in any jurisdiction, and to otherwise implement and carry out the purposes and intent of the Purchase Agreement, consistent with its terms.
- 4. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to the Marks. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.
- 5. The provisions of this Assignment shall be binding upon Assignor and its successors, assigns and legal representatives and shall inure to the benefit of Assignee and its successors, assigns and legal representatives.
- 6. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.
- 7. Assignor further covenants and agrees that the representations, warranties, covenants and agreements of Assignor contained in the Purchase Agreement shall not merge into or with this Assignment but shall survive this Assignment and become a part hereof and shall continue in full force and effect for the period specified in the Agreement as though set forth herein at length. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.
- 8. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 7.3 of the Purchase Agreement.
- 9. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and

2065643 v3

the same instrument. Delivery of a facsimile version or a copy in pdf format that is conveyed via email of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

10. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

[Signature page follows]

2065643 v3

TRADEMARK REEL: 004714 FRAME: 0634 WHEREFORE, Assignor has duly executed this Trademark Assignment on the date indicated below.

Date: February 2012.

ASSIGNOR:

RENATO WATCHES, INC.

Name: Ovadia Lea

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this day of February, 2012, before me personally appeared Ovadia begg as Point, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

expires:______NOTARY PUBLIC

WILLIAM G. SALIM, JR.
Commission # EE 098402
Expires August 23, 2015
Bonded Thre Troy Fein Insurance 800-385-7019

(Trademark Assignment Signature Page)

2065643 v3

Schedule A

U.S. Trademarks

(Registered Trademarks and Applications)

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1	85058002		DISCOVER THE BEAST WITHIN YOU	June 9, 2010		014, jewelry watches
2	85051540	4007317	RENATO EMPORIUM	June 1, 2010	August 2, 2011	014, jewelry watches
3	78957460	3279931	RC	August 22, 2006	August 14, 2007	014, Watches, watch straps and part for watches 035, Vending in the field of watches
4	77203908		STALLION	June 12, 2007		014, Watches
5	77403530	3603956	SPORGENZA	February 22, 2008	April 7, 2009	014, Jewelry, namely, watches and parts thereof
6	77383029	3873784	CALIBRÉ BUZO	January 29, 2008	November 9, 2010	014, Jewelry, namely, watches and parts thereof.
7	77372270	3603871	CALIBRÉ ROBUSTO	January 15, 2008	April 7, 2009	014, Jewelry, namely, watches and parts thereof
8	77372250	3574960	VINTAGE BEAST	January 15, 2008	February 17, 2009	014, Jewelry, namely, watches and parts thereof.
9	77293791	3618137	RENATO COLLEZIONI	October 2, 2007	May 12, 2009	014, Jewelry, namely, watches
10	77204251	3513511	CYCLOPS		October 7, 2008	014, Watches.
11	77200259	3509539	JAKAL	June 7, 2007	September 30, 2008	014, Jewelry, namely, watches and watch parts.
12	77073290	3358551	RENATO WILDE-BEAST			014, Jewelry, namely watches

2065643 v3

TRADEMARK REEL: 004714 FRAME: 0636

	Serial Number	Reg. Number	Word Mark	App. Date	Reg. Date	Int. Class
						and parts thereof
13	77073284	3305879	T-REX	December 29, 2006	October 9, 2007	014, Jewelry, namely watches and parts thereof
14	77073273	3333587	EMBRACE THE BEAST WITHIN YOU	1	November 13, 2007	014, Jewelry, namely watches and parts thereof
15	77073254	3358550	EMBRACE THE BEAUTY WITHIN YOU	December 29, 2006	December 25, 2007	014, Jewelry, namely, watches and parts thereof
16	77068609	3305765	BEAST	December 20, 2006	October 9, 2007	014, Jewelry, namely watches and parts thereof
17	77068592	3358541	RENATO BEAUTY	:1	December 25, 2007	014, Jewelry, namely, watches and parts thereof.
18	76649097	3204872	RENATO	October 24, 2005	February 6, 2007	014, Jewelry, namely watches
19.	85144288	3970190	VIVA*	October 4, 2010	May 31, 2011	014, Jewelry Watches

^{*}Owner name misspelled – "Renato Wtaches, Inc." [SIC]

2065643 v3

RECORDED: 02/09/2012