

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Philip Andrew Duff		02/28/2012	Individual: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guru Denim, Inc.		
<b>Street Address:</b>	2263 East Vernon Avenue		
<b>City:</b>	Vernon		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90058		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1916549		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)355-3333		
<b>Phone:</b>	212-813-8800		
<b>Email:</b>	NY-TM-Admin@goodwinprocter.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	GOODWIN PROCTER LLP/Janis Nici		
<b>Address Line 1:</b>	620 Eighth Avenue		
<b>Address Line 2:</b>	rm. 2928		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	125080192612		
<b>NAME OF SUBMITTER:</b>	Janis Nici		
<b>Signature:</b>	/janis nici/		

OP \$40.00 1916549

Date:

03/21/2012

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made by Philip Andrew Duff ("Assignor"), an individual located in Oxfordshire, England, to Guru Denim Inc., a corporation organized under the laws of the State of California ("Assignee") (each a "party," and collectively, the "parties").

WHEREAS, Assignor is the owner of the trademark (including any and all goodwill symbolized thereby) set forth on Schedule A hereto (the "Trademark"); and

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment. Effective upon execution, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademark, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.

2. Further Assurances. Assignor shall, at its own cost and expense, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to assist Assignee to record and perfect the interest of Assignee in and to the Trademark, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflict of laws rules of such state.

PHILIP ANDREW DUFF

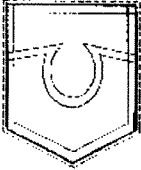
By: 

Date: 28<sup>th</sup> February 2012

SCHEDULE A

**Trademark**

Registrations

<u>Country</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Original Owner</u>
United States		January 28, 1994	1916549	Philip Andrew Duff