

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
Bella Materna, Inc.		03/14/2012	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Color Image Apparel, Inc.		
Street Address:	6670 Flotilla Avenue		
City:	Commerce		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2902611	BELLA MATERNA	
Registration Number:	2936562	BELLA MATERNA	
CORRESPONDENCE DATA			
Fax Number:	(949)752-0645		
Phone:	949-336-1200		
Email:	octmdocket@tresslerllp.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:	Lindsay J. Hulley c/o Tressler LLP		
Address Line 1:	18100 Von Karman Avenue		
Address Line 2:	Suite 800		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	9839-06		
NAME OF SUBMITTER:	Lindsay J. Hulley		
Signature:	/Lindsay J. Hulley/		

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TRADEMARK

Date:

03/27/2012

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment of Trademarks") made and entered into as of March 14, 2012, by and between Bella Materna, Inc., a Washington corporation having its principal place of business at 2000 Westlake Avenue North, Suite 100, Seattle, Washington 98109 (hereinafter, "Assignor"), and Color Image Apparel, Inc., a California corporation having its principal place of business at 6670 Flotilla Avenue, Commerce, California 90040 (hereinafter "Assignee"). Assignor and Assignee are referenced herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, Assignor has adopted, used and is using the following marks, registered on the Principal Register for the name BELLA MATERNA (collectively the "Marks"), and Assignor owns all right, title and interest in and to such marks and the registrations thereof:

Serial No.	Reg. No.	Mark	Class	Goods
76/143,766	2,902,611 11/16/2004	BELLA MATERNA	IC 025	Clothing, namely, bras, panties, pajamas, nightgowns, slips, teddies, camisoles, shirts, robes and hosiery
76/143,767	2,936,562 3/29/2005	BELLA MATERNA	IC 035	Online retail store services featuring clothing and accessories via a global computer network

B. WHEREAS, pursuant to the terms of that certain Settlement and License Agreement dated March 14, 2012 (the "Settlement and License Agreement") between Assignor and Assignee, Assignor has agreed to, among other things, transfer, sell and assign to Assignee all right, title and interest in and to the Marks and the registrations thereof.

ASSIGNMENT

NOW, THEREFORE, in consideration of the consideration contained in the Settlement and License Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

A. ASSIGNMENT.

Assignor, conditioned upon, and for and in consideration of, payment of the assignment price set forth in the Settlement and License Agreement, and the mutual covenants contained herein and in the Settlement and License Agreement, the receipt and sufficiency of which is hereby acknowledged does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business symbolized by said Marks, and the business to which the Marks pertain, including all rights to sue and recover for damages and profits for infringement of any Mark, whether arising prior to or subsequent to the date of this

Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured by the laws now or hereafter in any jurisdiction throughout the world, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Trademarks not been made.

B. FURTHER ASSURANCES.

At Assignee's request and without further consideration, Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Assignee may reasonably deem necessary or desirable in order more effectively to transfer, convey, and assign to Assignee, and to confirm Assignee's title to, the Marks and the registrations thereof, and, to the fullest extent permitted by law, to put Assignee in actual possession and operating control of the Marks and the registrations thereof, and otherwise to cause Assignor to fulfill its obligations under this Assignment of Trademarks.

C. AUTHORIZATION.

Assignor authorized the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks, together with the goodwill of the business symbolized by said Marks, and the registrations thereof.

D. SUCCESSORS AND ASSIGNS.

This Assignment of Trademarks shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

E. COUNTERPARTS.

This Assignment of Trademarks may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment of Trademarks by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment of Trademarks.

F. GOVERNING LAW.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of California.

IN WITNESS WHEREOF, Assignor and Assignee have executed or caused their duly authorized officers to execute this Assignment of Trademarks as of this 14 day of March, 2012.

ASSIGNOR:

BELLA MATERNA, INC.

By: _____

Its: _____

*Demond
President*

ASSIGNEE:

COLOR IMAGE APPAREL, INC.

By: _____

Its: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed or caused their duly authorized officers to execute this Assignment of Trademarks as of this 14 day of March, 2012.

ASSIGNOR:

BELLA MATERNA, INC.

By: _____

Its: _____

ASSIGNEE:

COLOR IMAGE APPAREL, INC.

By:  _____

Its: Co-President

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2012 before me, _____, who personally appeared _____, 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.

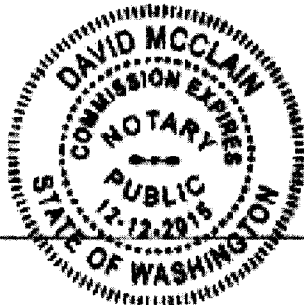
(Notary Public)

STATE OF WASHINGTON)
)
COUNTY OF KING)

On MARCH 9, 2012 before me, DAVID MCCLAIN, who personally appeared ANNE DIMOND, 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 Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



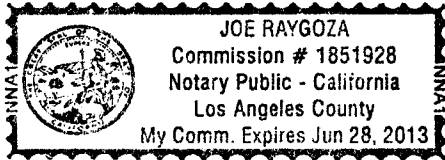
[Signature]
(Notary Public)

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

On March 14, 2012, before me, Joe Raygoza Notary Public,
personally appeared Marco De George, 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]

(Notary Public)

STATE OF WASHINGTON)
COUNTY OF _____)

On _____, 2012 before me, _____,
personally appeared _____, 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 Washington that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Public)