

TRADEMARK ASSIGNMENT

04/09/2012



103643141



Electronic Version v1.1
 Stylesheet Version v1.1

PG 4-9-12

SUBMISSION TYPE:

CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE:

Corrective Assignment to correct the Assignment previously recorded on Reel 004740 Frame 0277. Assignor(s) hereby confirms the Colorep, Inc. to David Gelbaum, Trustee, The Quercus Trust.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Colorep, Inc.		03/20/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	David Gelbaum, Trustee, The Quercus Trust
Street Address:	c/o Law Offices of Joseph P. Bartlett, PC
Internal Address:	1900 Avenue of the Stars, 20th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	TRUSTEE: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3451539	AIRDYE
Registration Number:	3275191	COLOREP
Serial Number:	77207843	ECOBANNER
Serial Number:	77357434	FABRICEUTICALS
Serial Number:	78958022	NO RULES WASH
Registration Number:	3440792	P
Serial Number:	78973860	P P3RFORMANCE
Serial Number:	78958016	P3RFORMANCE

CORRESPONDENCE DATA

Fax Number: (310)820-5988
 Phone: 310-207-3800
 Email: janet_gass@bstz.com

RE-900218293 MRD 3-26-12
 RE-900218293 MRD 3-26-12

CH \$215.00 3451539

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colorep, Inc.		03/20/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	David Gelbaum, Trustee, The Quercus Trust		
Street Address:	c/o Law Offices of Joseph P. Bartlett, PC		
Internal Address:	1900 Avenue of the Stars, 20th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	TRUSTEE: UNITED STATES		
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Property Type	Number	Word Mark	
Registration Number:	3451539	AIRDYE	
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Registration Number:	3440792	P	
Serial Number:	78973860	P P3RFORMANCE	
Registration Number:	3440791	P3RFORMANCE	
CORRESPONDENCE DATA			
Fax Number:	(310)820-5988		
Phone:	310-207-3800		
Email:	janet_gass@bstz.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

CH \$215.00 3451539

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS INSTRUMENT is executed this 20th day of March, 2012 by Colorep, Inc., a California corporation ("Assignor"), in favor of David Gelbaum, Trustee, The Quercus Trust ("Assignee").

WITNESSETH

WHEREAS, Assignor is the owner of all rights, titles and interests in and to those United States trademarks, registered, pending for registration or unregistered (i.e., common law) identified in Exhibit B1 attached hereto and, by the foregoing reference, incorporated into and made a part hereof (collectively the "Trademark Properties"); and

WHEREAS, Assignor and Assignee are parties to that certain agreement, titled "Security Agreement," dated February 23, 2012, pursuant to which Assignee has committed to making a loan of money to Assignor (the "Loan"); and

WHEREAS, the Security Agreement requires Assignor to grant to Assignee a security interest in and to the Trademark Properties as collateral for the Loan, subject to the terms, provisions and conditions set forth therein; and

WHEREAS, Assignor has provided notice to Assignee that it (Assignor) has heretofore granted security interests in the Trademark Properties to the following two (2) creditors of Assignor; namely (i) first to Meserole, LLC, a Delaware limited liability company, with an office in New York, New York; and (ii) second to Debs Corporation, a Japanese corporation, with a business address in Osaka, Japan (collectively the "Prior Secured Creditors"); and

WHEREAS, Assignee understands and accepts the fact that the security interest in the Trademark Properties being granted to it by this instrument of assignment will be subordinate to the rights of the Prior Secured Creditors with respect to the Trademark Properties; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby grants to Assignee, its successors and assigns, a security interest in all of Assignor's rights, titles and interests in and to the Trademarks Properties, said security interest to be governed by the terms, provisions and conditions of the Security Agreement, and subject to said security interests heretofore granted to the Prior Secured Creditors.

Assignor hereby represents and warrants that, except for the security interests in the Trademark Properties granted to the Prior Secured Creditors, the Trademark Properties are not presently subject to any other prior encumbrances of any kind whatsoever, including, without limitation, liens and hypothecations in favor of any other person or legal entity.

Assignor hereby agrees to execute any and all further instrument(s) or document(s) of any kind which is (are) reasonably required, and requested by Assignee, to enable Assignee to perfect and record its security interest in the Trademark Properties hereingranted.

Assignor hereby acknowledges that Assignee shall have the right to record this instrument of assignment with the United States Patent & Trademark Office for the purpose of making Assignee's foregoing security interest in the Trademark Properties a matter of public record.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT B1

COLOREP TRADEMARKS

Trademarks			
Mark	Application Serial No.	Registration No.	Status
AIRDYE	77/080,404	3,451,539	Registered
BETACOLOR	Common law mark never filed for		
COLOREP	78/958,021	3,275,191	Registered
ECOBANNER	77/207,843	N/A	Abandoned
FABRICEUTICALS	77/357,434	N/A	Allowed
NO RULES WASH	78/958,022	N/A	Allowed
P	78/958,019	3,440,792	Registered
P P3RFORMANCE	78/973,860	N/A	Pending
P3RFORMANCE	78/958,016	3,440,791	Registered