

## 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               |
| Emil Soriano Jr.  |  | 07/05/2012     | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA  |  |                |                           |
| Name:   | Carte Blanche Group LLC                      |                |                           |
| Street Address:   | 4930 Saint Andrews Avenue                    |                |                           |
| City:   | Buena Park                                   |                |                           |
| State/Country:  | CALIFORNIA                                   |                |                           |
| Postal Code:  | 90621  |                |                           |
| Entity Type:  | LIMITED LIABILITY COMPANY: CALIFORNIA        |                |                           |
| PROPERTY NUMBERS Total: 1   |  |                |                           |
| Property Type   | Number                                       | Word Mark      |                           |
| Registration Number:  | 4161850                                      | HEIST          |                           |
| CORRESPONDENCE DATA   |  |                |                           |
| Fax Number:   |  |                |                           |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                |                           |
| Phone:  | 619 279 1655                                 |                |                           |
| Email:  | esjdesign@gmail.com                          |                |                           |
| Correspondent Name:   | Emil Soriano Jr.                             |                |                           |
| Address Line 1:   | 4930 Saint Andrews Ave                       |                |                           |
| Address Line 4:   | Buena Park, CALIFORNIA 90621                 |                |                           |
| NAME OF SUBMITTER:  | Emil Soriano Jr.                             |                |                           |
| Signature:  | /Emil Soriano Jr/                            |                |                           |
| Date:   | 07/05/2012                                   |                |                           |
| Total Attachments: 5  |  |                |                           |

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## TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of June 26, 2012 between the following two parties.

Assignor- Emil Soriano Jr., located at 4930 Saint Andrews Avenue, Buena Park, CA 90621

Assignee- Carte Blanche Group LLC, located at 4930 Saint Andrews Avenue, Buena Park, CA 90621

### TRADEMARK

1. The Assignor is the owner of the following trademark (the "Mark"):

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2. The Mark is registered at the US Patent and Trademark Office, Registration No. 4161850, Registered June 19, 2012 Int. Cl. 25

### ASSIGNMENT

3. The Assignor, in consideration of the Price, the receipt and sufficiency of which is hereby acknowledged, does sell, assign, and transfer to the Assignee of the Mark, together with that portion of the good will of the business with which the Mark is associated, and all right, title, and interest in the Mark, including, but not limited to, the right to register the Mark, to renew registration of the Mark, and to licence use of the Mark.
4. The Assignee, in consideration of the Assignor assigning the Mark to the Assignee on the terms in this Agreement, will pay to the Assignor the following amount: \$1.00 (the "Price")
5. The Price is payable in US Dollars and is payable as follows: On the signing of this Agreement.

### REGISTRATION FEES

6. The registration for the change of the registered owner of the Mark shall be undertaken by the Assignee and the Assignee shall bear the registration fees incurred hereby.

#### REPRESENTATION AND WARRANTIES

7. The Assignor hereby represents and warrants as follows:
  - a. The Assignor is a limited liability corporation
  - b. The Assignor has the exclusive ownership of the Mark and no rights or equity of any third party is prejudiced due to the using of the Mark. There is no litigation or any other disputes arising from or relating to the Mark.
  - c. The Assignor, subject to its business scope and corporate power, has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.
  - d. Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.
  - e. The Assignor will not engage in any action that will be detrimental to the validity of the Mark after the completion of the assignment.
  
8. The Assignee hereby represents and warrants as follows:
  - a. The Assignee is a limited liability corporation
  - b. The Assignee, subject to its business scope and corporate power, has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.
  - c. Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms upon its execution.

#### EFFECTIVE DATE AND TERM

9. Once this Agreement has been duly executed by both parties, it will constitute a legal, valid, and binding agreement of the Assignee enforceable against it in accordance with its terms.

#### SETTLEMENT OF DISPUTES

10. The parties shall strive to settle any disputes arising from the interpretation or performance through friendly consultation within 30 days after one party asks for consultation.

#### APPLICABLE LAW

11. The validity, interpretation, and implementation of this Agreement shall be governed by the laws of the State of California.

#### AMENDMENT AND SUPPLEMENT

12. Any amendments and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

#### SEVERABILITY

13. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

#### APPENDICES

14. The Appendices referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.

#### OTHERS

15. This Agreement is executed in English in two copies.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

#### TRADEMARK ASSIGNMENT AGREEMENT

By: 

The ASSIGNOR: Emil Soriano Jr.

By: 

The ASSIGNEE: Curie Bianche Group LLC  
Representative: Emil Soriano Jr.

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APPENDIX 1  
TRADEMARK REGISTRATION CERTIFICATE

# United States of America

United States Patent and Trademark Office

# HEIST

**Reg. No. 4,161,850**

**Registered June 19, 2012**

**Int. Cl.: 25**

**TRADEMARK**

**PRINCIPAL REGISTER**

SORIANO, EMIL, JR. (UNITED STATES INDIVIDUAL)  
4930 SAINT ANDREWS AVENUE  
BUENA PARK, CA 90621

FOR: MEN'S, WOMEN'S, AND CHILDREN'S SPORTSWEAR AND OUTERWEAR, NAMELY, COATS, SHIRTS, T-SHIRTS, SWEATSHIRTS, PANTS, JACKETS, SHORTS, BOTTOMS, DENIM, VESTS, HEADWEAR, FOOTWEAR, TIES, SCARVES AND GLOVES, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 8-1-2011; IN COMMERCE 8-1-2011.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 85-166,950, FILED 11-2-2010.

WENDY GOODMAN, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office