

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
Silver Textiles, Inc.		05/18/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	D Lux Brands, LLC		
Street Address:	817 S. Los Angeles St., 4th Fl., #PH Suite		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90014		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3044951	GRASS	
CORRESPONDENCE DATA			
Fax Number:	3102030567		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-203-8080		
Email:	trademarkdocket@jmbm.com		
Correspondent Name:	Joseph A. Eisenberg		
Address Line 1:	Jeffer Mangels Butler & Mitchell LLP		
Address Line 2:	1900 Avenue of the Stars, 7th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	69384-0001		
NAME OF SUBMITTER:	Joseph A. Eisenberg		
Signature:	/joseph a. eisenberg/		

CH \$40.00 3044951

Date:

07/27/2012

Total Attachments: 3

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Trademark Assignment

WHEREAS, Silver Textiles, Inc., a California corporation (hereinafter "**Assignor**") owns and has used and/or has the bona fide intent to use the trademarks identified on Schedule A, attached hereto and incorporated by this reference (hereinafter the "**Marks**"):

WHEREAS, Assignor and D Lux Brands, LLC, a California limited liability company ("**Assignee**") have entered into that certain Asset Purchase Agreement dated as of May 18, 2012 (the "**Asset Purchase Agreement**"), providing for, among other things, the sale, conveyance, transfer and delivery by Assignor of all right, title and interest in and to certain Marks owned by Assignor; and

WHEREAS, Assignor acquired the rights of Larry Hansel Clothing, LLC, in the Marks from CIT pursuant to a Foreclosure Bill of Sale by and between the Assignor and CIT Group/Commercial Services, Inc. dated August 22, 2011 ("**Foreclosure Agreement**"), including the registrations, goodwill and pending applications, all common law rights in and to the Marks, and has used, uses and/or had the bona fide intent to use the Marks in commerce and desires to transfer all interest it has in the Marks pursuant to the Foreclosure Agreement, all on-going and existing business represented by and/or associated with the Marks, and all goodwill associated with the Marks;

WHEREAS, Assignee desires to acquire all right, title and interest of Assignor in and to the Marks, the goodwill symbolized by the Marks, the trademark applications and registrations, the on-going and existing business represented by and/or associated with the Marks, and all common law rights thereto; and

WHEREAS the parties desire to memorialize the assignment of the Marks, the on-going and existing business represented by and/or associated with the Marks, the goodwill of the business symbolized by the Marks, the trademark applications and registrations, and all common law rights relating thereto, and all rights to recover for past infringement.

WHEREAS, the Assignor authorizes and requests the Commissioner of Patents and Trademark 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 trademark, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

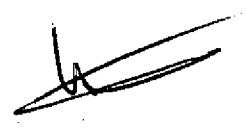
WHEREAS, this Agreement shall be governed by and construed in accordance with the terms and conditions set forth in Section 7.2 of the Asset Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell and assign unto Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, along with that portion of the on-going and existing business represented by and/or associated with the Marks, and the trademark applications and registrations, all common law rights relating thereto, and all rights to recover for past infringement. The Assignor agrees to execute and deliver at any future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.

Schedule A

Marks

1. Grass
2. Friends
3. Roulette

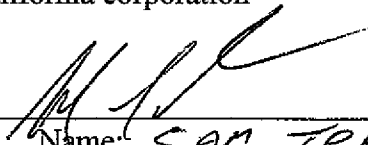


[SIGNATURE PAGE TO FOLLOW]

AGREED TO AND ACCEPTED BY THE ASSIGNOR:

Date: May-18-2012

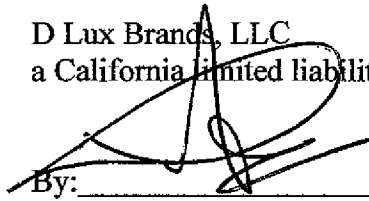
Silver Textiles, Inc.
a California corporation

By: 
Name: SAM TEHRANI
Title: president

AGREED TO AND ACCEPTED BY THE ASSIGNEE:

Date: _____

D Lux Brands, LLC
a California limited liability company

By: 
Name: _____
Title: MGR.