

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
	JR Fragrances		02/06/2012
			PARTNERSHIP: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Walden-Hays, Inc.		
Street Address:	P.O. box 1071		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10276-1071		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3406905	ALL IN
CORRESPONDENCE DATA			
Fax Number:	2124794375		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124794512		
Email:	trademarks@cotyinc.com		
Correspondent Name:	Joseph Conklin c/o Coty Inc.		
Address Line 1:	2 Park Avenue		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	DAVIDOFF ALL IN		
NAME OF SUBMITTER:	Joseph Conklin		
Signature:	/Joseph Conklin/		
Date:	09/19/2012		
Total Attachments: 3 source=All In assignment JR to Walden Hays#page1.tif source=All In assignment JR to Walden Hays#page2.tif source=All In assignment JR to Walden Hays#page3.tif			

CH \$40.00 3406905

WALDEN-HAYS, INC.

PO Box 1071
New York, NY 10276-1071
Telephone (212) 505-7995
Fax (212) 505-7668

February 2, 2012

Mr. Richard Loniewski
Mr. Jason Einbinder
JR Fragrances, a partnership
199 Main Street
Matawan, NJ 07747

Re: Assignment of the trademark rights in the trademark ALL IN

Dear Mr. Loniewski and Mr. Einbinder

This letter will act as a purchase agreement between Walden-Hays, Inc. ("W-H") and JR Fragrances ("JR") on behalf of which you have the full right, power, authority, and capacity to execute and deliver this agreement.

WHEREAS, JR is the owner of the registered US Trademark ALL IN, Registration number 3406905, for cologne, perfume, fragrance personal products (the "Trademark").

WHEREAS, JR desires to assign, sell, transfer and convey to W-H all of JR's right, title and interest in and to the Trademark, including the goodwill associated therewith and the right to sue for past infringement and retain any damages as a result of such action, on the terms and conditions set forth below.

In consideration of the sum of \$5,000 (the "Funds") the receipt and sufficiency of which is hereby acknowledged, JR is obligated to, and does hereby:

- (i) assign, transfer, convey and deliver (and further agree to assign, transfer, convey and deliver) to W-H all right, title, and interest JR has in and to the Trademark, together with any goodwill of any business symbolized by the Trademark, along with the right to pursue claims and recover damages and profits for past infringements thereof;
- (ii) agree to execute and deliver to W-H any other documents and take any other actions required to assign the Trademark to W-H and to otherwise confirm, evidence or establish W-H's rights to the Trademark;

- (iii) agree not to (a) assert any rights in or to the Trademark against W-H, its successors, transferees, and/or assigns; (b) interfere with W-H's or any successor's, transferee's, or assignee's rights in, use of, and exploitation of the Trademark, or any mark, name, similar thereto; (c) assist or authorize any third party to take such action; or (d) hereafter use, register, or apply to register any names or marks containing the term *ALL IN* or any term similar thereto; and
- (iv) agree to indemnify and hold harmless W-H (and its affiliates, directors, officers, attorneys, agents, successors, transferees, and assigns), against all costs and expenses (including reasonable attorneys' fees) incurred by such persons arising out of your breach of this agreement, including without limitation your breach of any representation, warranty, or covenant.

The assignment shall be made in accordance with the procedures described below. Please confirm that you accept the terms of this letter agreement by signing below and faxing or otherwise deliver this letter back to us. Facsimile signatures shall be acceptable as original signatures and this agreement shall be fully effective if signed in counterparts.

After receiving the executed purchase agreement, we will initiate a transaction with Escrow.com, which will act as Escrow Agent. The terms and conditions on the Escrow.com site will be honored.

Upon notification to you from Escrow.com that the funds have been received, you will forward to us the enclosed Assignment, executed and signed.

Upon receipt of the executed Assignment, the funds will be released to you by Escrow.com in accordance with their terms.

You represent and warrant as of the date of the execution of this agreement, that: (1) there are no existing or threatened claims or proceedings by any third party relating to your use, registration, or ownership of the Trademark; (2) the Trademark is not subject to any outstanding order, decree, judgment, stipulation, written registration, undertaking, or agreement that would prevent you from complying with any of your obligations under this agreement; (3) the Trademark is not subject to any liens, security interests, mortgage, or other encumbrances; and (4) you have not granted any licenses to, assigned any rights in, or authorized any third parties to use the Trademark.

In entering into this agreement, the parties are not relying on any representations or statements except for those expressly set forth in this agreement. This agreement cannot be modified or otherwise changed except in writing signed by both parties hereto.

This agreement shall be binding upon and benefit the parties and their principals, agents, related companies, designees, successors, transferees, and assignees. W-H may assign its rights under this agreement without any restrictions.

This agreement will be governed by and construed in accordance with the laws of the state of New York applicable therein.

Both parties acknowledge that they have reviewed this agreement with counsel of their choice and/or have been given the opportunity to do so, and that they have read and understand the contents herein and are authorized to execute this agreement.

Thank you. It has been a pleasure doing business with you.

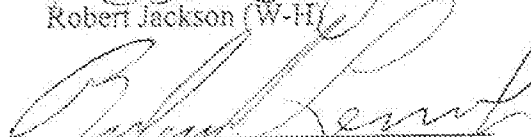
Accepted and Agreed to by:



Robert Jackson (W-H)

President
Title

2/10/12
Date



Richard Loniewski (JR)

Partner
Title

2/6/12
Date



Jason Einbinder (JR)

Partner
Title

2/6/12
Date