

## 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
Carl Jones		05/31/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Reverse Gear, LLC		
Street Address:	10250 Constellation Blvd.		
Internal Address:	19th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067-6219		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77966155	BLEULAB	
CORRESPONDENCE DATA			
Fax Number:	3107853560		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-553-3000		
Email:	evanloon@glaserweil.com		
Correspondent Name:	Erica J. Van Loon		
Address Line 1:	10250 Constellation Blvd., 19th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067-6219		
NAME OF SUBMITTER:	Erica J. Van Loon		
Signature:	/Erica J. Van Loon/		
Date:	09/24/2012		

OP \$40.00 77966155

**Total Attachments: 4**

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**ASSIGNMENT OF TRADEMARK AND  
POWER OF ATTORNEY**

**WHEREAS, CARL JONES**, an individual, with an address at 466 South Clark Drive, Beverly Hills, California 90211 ("Assignor"), has agreed to assign all of his right, title and interest in and to the mark BLEULAB, together with the goodwill associated therewith, including but not limited to the registration set forth on Attachment 1 hereto and all common law rights associated with such trademark (the "Mark"), free and clear of all liens, claims and encumbrances, to REVERSE GEAR, LLC., a Delaware limited liability company ("Assignee"); and

**WHEREAS**, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Mark, and the goodwill associated therewith.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby conveys, transfers, assigns, delivers and contributes to Assignee all of Assignor's right, title and interest of whatever kind in and to the Mark, free and clear of all liens, claims and encumbrances, together with the goodwill of the business associated therewith, and all rights to sue for infringement of the Mark.

Assignor further hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Mark.

Assignor consents to Assignee's use, registration and any attempts to register the Mark worldwide and hereby provides his specific consent as may be required by the U.S. Patent and Trademark Office as well as the Patent and Trademark Offices or comparable offices or authorities of other jurisdictions worldwide for Assignee to file and maintain one or more trademark applications which comprise or include the Mark, or any portion thereof, and variations thereof, whether in word, stylized or other form. Assignor agrees to execute and deliver any and all additional documents that Assignee or its counsel may reasonably request to effectuate the purposes of this Assignment, including without limitation registration of the Mark worldwide. Assignor shall not, directly or indirectly, take or authorize any action to contest the ownership or use of the Mark by Assignee.

Assignor further hereby revokes all previous powers of attorney related to the Mark and appoints Assignee, with full power of substitution and revocation vested in Assignee, to prepare and execute on Assignor's behalf, any documents necessary or required by the United States Patent and Trademark Office as well as the Patent and Trademark Offices or comparable offices or authorities of other jurisdictions worldwide in connection with the Mark.

This Assignment is made subject to and in accordance with the Asset Purchase Agreement entered into as of May 31, 2012, by and between Assignor, on the one hand, and

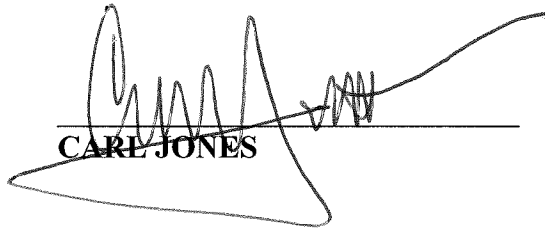
Assignee, on the other hand, including the representations, warranties and covenants made by Assignor therein, which representations, warranties and covenants are incorporated herein by this reference as if set forth in full hereat.

This Assignment shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles.

This Assignment shall be binding upon Assignor and his heirs, legal representatives and assigns and shall inure to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment at Los Angeles, California, as of May 31, 2012.

**ASSIGNOR**



**CARL JONES**

(Attach Acknowledgment)

**Attachment 1**

**TRADEMARK**

<b>MARK</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
BLEULAB	77966155 March 23, 2010	3991677 July 12, 2011

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Los Angeles } ss.

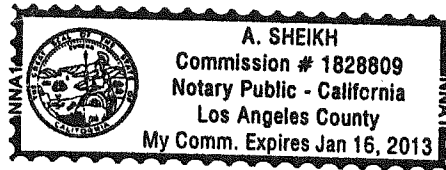
On 09-18-2012 before me, A. Sheikh, Notary Public,  
personally appeared CARL JONES

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person 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 : A. Sheikh  
Signature of Notary Public



Notary Seal