

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
	Bra Suit, Inc.		08/25/2011
			Entity Type
			CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Sunsets, Inc.		
Street Address:	2530 Skypark Drive		
City:	Torrance		
State/Country:	CALIFORNIA		
Postal Code:	90505		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	85239747	AERIN ROSE
CORRESPONDENCE DATA			
Fax Number:	6022584441		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	602-258-4440		
Email:	chris@daylawfirm.com		
Correspondent Name:	Christopher J. Day		
Address Line 1:	9977 North 90th Street, Suite 155		
Address Line 4:	Scottsdale, ARIZONA 85258		
NAME OF SUBMITTER:	Christopher J. Day		
Signature:	/Christopher J. Day/		
Date:	10/15/2012		
Total Attachments: 4			
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OP \$40.00 85239747

STATEMENT OF CONVEYANCE OF TITLE

As evidenced by the attached extract from the Sale and Purchase Agreement, on August 25, 2011, The Bra Suit, Inc. assigned all right title and interest in and to the trademark AERIN ROSE, together with its accompanying goodwill, and including App. Ser. No. 85239747 to Sunsets, Inc., a California corporation.

Bra Suit, Inc.

Aerin Kwait - Taubin
Signature

Aerin Kwait - Taubin
Printed Name

Owner
Position

October 11, 2012
Date

Sunsets, Inc.

[Signature]
Signature

GUILLERMO STAGEL
Printed Name

PRESIDENT, SUNSETS, INC.
Position

10/12/12
Date

EXTRACT

SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement ("Agreement") is entered into as of August 25, 2011 by and between The Bra Suit, Inc. ("Seller") and Sunsets, Inc. ("Buyer"). (Capitalized terms used but not defined herein shall have the meanings set forth in the California Uniform Commercial Code ("UCC").)

RECITALS

- A. Seller owns the assets listed on Exhibit A hereto (the "Sale Assets.")
- B. Pursuant to this Agreement, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer (the "Sale"), all of the Sale Assets, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and the above Recitals, which are incorporated into this Agreement by reference, the parties hereto agree as follows:

1. Sale

On the terms and subject to the conditions set forth in this Agreement, Seller shall convey, transfer and assign to Buyer, and Buyer shall acquire, all of the Seller's right, title and interest, both legal and equitable, in and to the Sale Assets. The sale is limited to the Sale Assets-and Buyer is not acquiring any other assets of the Seller pursuant to this Agreement. Notwithstanding anything herein to the contrary, the transfer of the Sale Assets pursuant to this Agreement shall not include the assumption of any liability related to the Sale Assets or any other liability of Seller, including but not limited to any liabilities relating to employees of Seller, liabilities to suppliers or vendors of Seller, liabilities for returned goods, markdowns, allowances, chargebacks or warranty claims relating to goods sold by Seller,

EXCEPT AS HEREIN EXPRESSLY PROVIDED TO THE CONTRARY, THE SALE ASSETS ARE BEING SOLD BY SELLER AND PURCHASED BY BUYER AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY RECOURSE, AND WITHOUT REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.)

16. Waiver of Right to Jury Trial

EACH PARTY TO THIS AGREEMENT OR ANY OTHER RELATED ASSET SALE DOCUMENT HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER RELATED ASSET SALE DOCUMENT, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on the date first set forth above.

Seller:


Aerin Rose

By

Name

Title

Date


Aerin Kwait-Taubin
Owner, The Bra Suit Inc. DBA Aerin Rose
Aug. 25, 2011

Buyer:

Sunsets, Inc.

By

Name

Title

Date



GREG SAGER
PRESIDENT
AUG 25, 2011

Exhibit A

(1) The trademark AERIN ROSE and all derivatives thereof owned by Seller (in whatever form, whether block letters, stylized or otherwise) (collectively, the "Marks"), and all applications and registrations held by Seller for the Marks (collectively, the "Intellectual Property"), and
