

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Green Mochi, LLC | | 11/21/2012 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Cynthia Vincent, LLC | | |
| Street Address: | 10877 Wilshire Blvd. | | |
| Internal Address: | 18th Floor | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90024 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3144969 | CYNTHIA VINCENT | |
| Registration Number: | 3210449 | TWELFTH STREET BY CYNTHIA VINCENT | |
| Registration Number: | 3278285 | TWELFTH STREET | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2077747499 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 207-774-4000 | | |
| Email: | cbacall@verrilldana.com | | |
| Correspondent Name: | Charles P. Bacall | | |
| Address Line 1: | One Portland Square | | |
| Address Line 2: | P.O. Box 586 | | |
| Address Line 4: | Portland, MAINE 04112-0586 | | |
| ATTORNEY DOCKET NUMBER: | 42899-5896 | | |

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|---|---------------------|
| NAME OF SUBMITTER: | Charles P. Bacall |
| Signature: | /Charles P. Bacall/ |
| Date: | 02/20/2013 |
| Total Attachments: 4 source=Cynthia Vincent-TM assignment 112112#page1.tif source=Cynthia Vincent-TM assignment 112112#page2.tif source=Cynthia Vincent-TM assignment 112112#page3.tif source=Cynthia Vincent-TM assignment 112112#page4.tif | |

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”) is by and between Green Mochi, LLC, a California limited liability company with its principal office located at 11th Floor, 818 South Broadway, Los Angeles, California 90014 (“Assignor”), and Cynthia Vincent, LLC, a California limited liability company with its principal office located at 10877 Wilshire Blvd., 18th Floor, Los Angeles, California 90024 (“Assignee”).

WHEREAS, Pursuant to that certain Master Transaction Agreement entered into by and between Assignor, Assignee and Cynthia Vincent, an individual, dated as of November 21, 2012, Assignor has made certain representations and warranties relating to its right, title and interest in and to the trademarks and corresponding registrations and/or applications for registration set forth on Exhibit A attached hereto (the “Trademarks” or the “Registrations”), along with the goodwill of the business appurtenant to said Trademarks;

WHEREAS, Assignor wishes to assign all right, title, and interest in the Trademarks and the Registrations to Assignee, including the goodwill connected with and symbolized by the Trademarks and any and all claims, demands, and causes of action for infringement, of the Trademarks, past, present, and future, and all of the proceeds from the foregoing; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks and Registrations, subject to the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor and Assignee agree to the following terms and conditions:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks and the Registrations, in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew the Registrations, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority rights that may arise from the Trademarks), and any and all claims, demands, and causes of action for infringement, of the Trademarks, past, present, and future, and all of the proceeds from the foregoing, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this assignment not been made.

2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the Registrations set forth on Exhibit A attached hereto to Assignee as assignee of Assignor’s entire right, title and interest therein.

3. Assignor agrees to further execute any documents reasonably necessary to effect this Assignment or to confirm Assignee’s ownership of the Trademarks and Registrations, and further represents and warrants that it will cooperate in any actions reasonably necessary for Assignee to record, prosecute, renew and/or register its rights, title and interest in and to the Trademarks and Registrations, and in any actions brought by or against third parties to enforce the rights accompanying this Assignment, in each case at Assignee’s sole cost.

IN WITNESS WHEREOF, Assignor's duly authorized signatory executed this Assignment at Los Angeles, California, as of this 21st day of November 2012.

Green Mochi, LLC
California limited liability company

By: 

Name: Cynthia Vincent

Title: Manager

EXHIBIT A

TRADEMARKS AND REGISTRATIONS

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|--|---|---------------------------------|
| CYNTHIA VINCENT | United States Reg. No. 3,144,969 | September 19, 2006 |
| TWELFTH STREET BY CYNTHIA VINCENT | United States Reg. No. 3,210,449 | February 20, 2007 |
| TWELFTH STREET | United States Reg. No. 3,278,285 | August 14, 2007 |
| CYNTHIA VINCENT | Turkey Reg. No. 2008-43076 | July 21, 2008 |
| TWELFTH STREET BY CYNTHIA VINCENT | Turkey Reg. No. 2008-43075 | July 21, 2008 |
| RECOLLECTION | United States – common law | N/A |
| BARLOW | United States – common law | N/A |
| CYN | United States – common law | N/A |
| CV BY CYNTHIA VINCENT | United States – common law | N/A |