

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
Cottonique Incorporated		02/21/2013	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Essential Layer Inc.		
Street Address:	1857 Lombard Street, 1st Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94123		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3796220	COTTONIQUE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 433-1099		
Email:	bds@sfcounsel.com		
Correspondent Name:	Brandon D. Smith, Esq.		
Address Line 1:	140 Geary Street		
Address Line 2:	7th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94108		
ATTORNEY DOCKET NUMBER:	COTTONIQUE		
NAME OF SUBMITTER:	Brandon D. Smith		
Signature:	/Brandon D. Smith/		

OP \$40.00 3796220

Date:

03/29/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, Cottonique Incorporated, a Massachusetts corporation, having an address of 5 West 37th Street, 9th Floor, New York, NY 10018 (hereinafter "ASSIGNOR"), had adopted and owns the registered trademark for the mark "COTTONIQUE," United States Patent and Trademark Office, Registration Number 3,796,220 (the "Trademark").

WHEREAS, Essential Layer Inc., a California corporation, having an address of 1857 Lombard Street, 1st Floor, San Francisco, California 94123 (hereinafter "ASSIGNEE") is desirous of acquiring all rights, title and interest in and to said Trademark.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign, grant, transfer and convey to ASSIGNEE, its successors and assigns, its entire right, title and interest in and to the said Trademark, including but not limited to all of ASSIGNOR'S common law rights and registration pertaining thereto, as well as all of the good will of the business symbolized by said Trademark, and the right to sue for past infringements thereof. Such assignment is "As-Is" and ASSIGNOR makes no representations or warranties concerning the validity or enforceability of the Trademark, including as to any defects in the creation or registration of the Trademark.

Dated: FEB 21 2013, 2013

COTTONIQUE, a Massachusetts corporation



Nikhiel Genomal
Signature Must be Notarized



Embassy of the United States of America

Manila, Philippines

Republic of the Philippines)
City of Manila)
Embassy of the United States)
of America) ss:

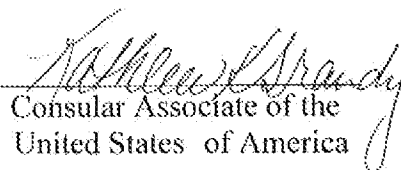
I, Kathleen K. Grandy, a Consular Associate of the United States of America at Manila, Philippines duly commissioned and qualified, do hereby certify that on 21st day of February 2013, before me personally appeared

**** NIKHIEL GENOMAL ****

who acknowledged himself as Assignor of Cottonique Incorporated, a Massachusetts Corporation and whose name is subscribed to, and who executed the annexed instrument, and being informed by me of the contents of said instrument has duly acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

Note: DOCUMENT PROVING THAT NIKHIEL GENOMAL IS THE ASSIGNOR OF COTTONIQUE INCORPORATED, A MASSACHUSETTS CORPORATION WAS NOT PRESENTED DURING NOTARY.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year last above written.


Consular Associate of the
United States of America

"The Embassy assumes no responsibility for the truth or falsity of the representations, which appear in the foregoing (or, annexed) document (or specified elements of the document)."