

## 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
Lady Jayne Enterprises Inc.		03/27/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Punch Studio, LLC		
Street Address:	6025 Slauson Avenue		
City:	Culver City		
State/Country:	CALIFORNIA		
Postal Code:	90230		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3027844	LADY JAYNE	
Registration Number:	3198044	LADY JAYNE LTD.	
CORRESPONDENCE DATA			
Fax Number:	2146594832		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2146594578		
Email:	nealk@akllp.com		
Correspondent Name:	Michele P. Schwartz		
Address Line 1:	1717 Main Street		
Address Line 2:	Suite 3700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	164848		
NAME OF SUBMITTER:	Michele P. Schwartz		
Signature:	/Michele P. Schwartz/		

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TRADEMARK

Date:

04/04/2013

Total Attachments: 3

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## ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "Agreement") is entered into this 27 day of March, 2013 (the "Effective Date"), by and between Lady Jayne Enterprises Inc., ("Assignor"), and Punch Studio LLC ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the registered and common law trademarks, and corresponding U.S. registrations therefor, as identified in Schedule A annexed hereto and made a part hereof, including all common law rights and all goodwill associated with them (hereinafter the "Trademarks");

WHEREAS, Assignor entered into that certain Asset Purchase Agreement dated as of March 19, 2013 (the "Asset Purchase Agreement");

WHEREAS, in accordance with the terms of the Asset Purchase Agreement, Assignor wishes to assign to Assignee; and Assignee wishes to acquire from Assignor, the entire right, title and interest in and to the Trademarks; and

NOW, THEREFORE, for good and valuable consideration as set forth in the Asset Purchase Agreement, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, free and clear of any and all liens or encumbrances, all rights, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the registrations therefor as identified in Schedule A. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's successors and assigns.

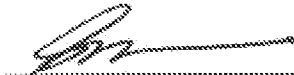
This Agreement shall be governed by and enforced in accordance with the laws of the State of California, without giving effect to any conflicts of law principles.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

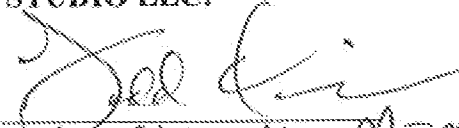
Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

**LADY JAYNE ENTERPRISES INC.:**

By:   
Title: President

**PUNCH STUDIO LLC:**

By:   
Title: MANAGING MEMBER  
+ PRESIDENT

Schedule A -

United States Trademark Registrations

Mark	Goods and Classes	Reg. No.
LADY JAYNE	Stationery and paperweights (International Class 016); Figurines; namely ceramic and resin (International Class 020);	3,027,844
LADY JAYNE LTD.	Stationery and paperweights (International Class 016); Figurines; namely ceramic and resin (International Class 020); glass containers for home and office use; figurines; namely ceramic (International Class 021).	3,198,044

Common Law Trademarks

Mark	Goods
LILY MCGEE	Stationery, Bath and Body Products
LIDO BAY DESIGNS	Stationery, Bath and Body Products
SMALL ISLE STUDIOS	Stationery, Bath and Body Products
KATE WINGATE	Stationery, Bath and Body Products