

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
Vidame Enterprises, Inc.		03/31/2013	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Madame C.J. Walker Enterprises, LLC		
Street Address:	11 Ranick Drive		
City:	Amityville		
State/Country:	NEW YORK		
Postal Code:	11701		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2300025	MADAME C. J. WALKER	
Registration Number:	1097133	MW MADAM C.J. WALKER	
CORRESPONDENCE DATA			
Fax Number:	8886668380		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	401-404-5330		
Email:	jottaviani@ottavianilaw.com		
Correspondent Name:	John E. Ottaviani		
Address Line 1:	P.O> Box 40584		
Address Line 4:	Providence, RHODE ISLAND 02904		
ATTORNEY DOCKET NUMBER:	30009		
NAME OF SUBMITTER:	John E. Ottaviani		
Signature:	/jeo/		

OP \$65.00 2300025

Date:

04/10/2013

Total Attachments: 5

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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT (this "Agreement"), dated as of March ~~31~~ 2013, is entered into between Vidame Enterprises Inc., an Indiana corporation ("Seller"), Vivian Randolph ("Seller's Shareholder") and Madame C.J. Walker Enterprises, LLC, a New York limited liability company ("Buyer").

RECITALS

A. Buyer, Seller and Seller's Shareholder have entered into that certain Asset Purchase Agreement of even date (the "Purchase Agreement");

B. Seller desires to transfer to Buyer, and Buyer desires to acquire from Seller, certain Intellectual Property Assets (as defined below); and

C. The effectiveness of this Agreement is a pre-condition to the effectiveness of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS; INTERPRETATION

1.1 Certain Defined Terms. Unless otherwise provided herein, capitalized terms used herein shall have the meaning given them in the Purchase Agreement. As used herein, the following terms shall have the following indicated meanings:

"Intellectual Property Assets" shall mean any and all of Seller's or Seller's Shareholder's right, title and interest, if any, in and to the following assets used in or relating to the Business:

(1) the name "Madame C.J. Walker" and all derivations thereof, as well as all fictional business names, trading names, registered and unregistered trademarks (including product names), service marks, and applications, including, without limitation, the trademark registrations listed on Schedule 1.1 attached hereto;

(2) all patents, patent applications, and inventions and discoveries that may be patentable (collectively, "Patents");

(3) all copyrights in both published works and unpublished works (collectively, "Copyrights"); provided, however, that the Book Rights shall not be an Intellectual Property Asset for purposes of this Agreement;

(4) all know-how (including formulations), trade secrets, confidential information, customer lists, software, technical information, data, process technology, plans, drawings and blueprints (collectively, "Trade Secrets"); and

(5) all domain names and Internet site registrations (collectively, "Domain Names").

ARTICLE II

PURCHASE AND SALE

2.1 Transfer of Intellectual Property Assets. Upon the terms and subject to the conditions contained herein, Seller and Seller's Shareholder hereby sell, convey, transfer, assign and deliver to Buyer all of Seller's and Seller's Shareholder's right, title and interest in, to and under the Intellectual Property Assets, and Buyer accepts the Intellectual Property Assets from Seller and Seller's Shareholder.

2.2 Excluded Liabilities. Except as set forth in the Purchase Agreement, Buyer shall not assume and shall not be liable or responsible for any debt, obligation or liability of the Business, the Seller, or any Shareholder of Seller, or any claim against any of the foregoing, of any kind, whether known or unknown, fixed, contingent, absolute or otherwise. .

2.3 Purchase Price. As consideration for the sale by Seller of the Intellectual Property Assets and the other Purchased Assets, Buyer shall issue to Seller (or Seller's designee) the consideration described in the Purchase Agreement.

ARTICLE III

MISCELLANEOUS.

3.1 Further Assurances. Each of Seller, Seller's Shareholder and Buyer will use reasonable efforts to implement the provisions of this Agreement, including but not limited to the execution and delivery of such other documents (including any license, assignment or assumption agreement, official certificate of registration, renewal, transfer or other document supporting ownership of trademarks) in addition to those specifically set forth in this Agreement, in form and substance reasonably satisfactory to the other party, as may be reasonably deemed necessary to implement any provision of this Agreement.

3.2 Assignment. This Agreement will be binding upon and inure to the benefit of the Parties named herein and their respective heirs, successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties; provided, however, that any Buyer may assign any or all of its rights and interests hereunder to one or more of its Affiliates, or designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases Buyer nonetheless will remain responsible for the performance of all of its obligations hereunder).

3.3 Choice of Law. This Agreement will be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict

of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

3.4 Entire Agreement; Amendments and Waivers. This Agreement and the Purchase Agreement constitute the entire agreement among the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No failure on the part of any party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

3.5 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or pdf execution of this Agreement will be valid and binding for all purposes.

3.6 Purchase Agreement Controls. In the event that any of the terms, conditions, representations, warranties and/or other provisions of this Agreement exceed, differ and/or conflict with any of the terms, conditions, representations, warranties and/or other provisions of the Purchase Agreement, the terms, conditions, representations, warranties and/or other provisions of this Agreement shall be deemed modified and interpreted in order to conform the same to the terms, conditions, representations, warranties and/or other provisions of the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Intellectual Property Transfer Agreement has been signed on behalf of each of the parties hereto as of the date first written above.


BUYER:

**MADAME C.J. WALKER
ENTERPRISES, LLC**

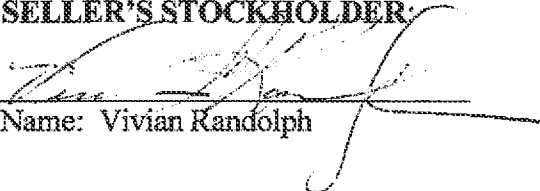
By: 
Name: Richelieu Dennis
Title: Manager

SELLER:

VIDAME ENTERPRISES INC.

By: 
Name: Vivian Randolph
Title: President

SELLER'S STOCKHOLDER:


Name: Vivian Randolph

SCHEDULE 1.1

TRADEMARK APPLICATIONS AND REGISTRATIONS

U.S. Trademark Reg. No. 2300025 (registered trademark)

U.S. Trademark Reg. No. 1097133 (registered trademark)