

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT																									
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																									
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Betty Muller Designs Inc.</td> <td></td> <td>09/23/2013</td> <td>CORPORATION: NEW JERSEY</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Betty Muller Designs Inc.		09/23/2013	CORPORATION: NEW JERSEY																
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CORRESPONDENCE DATA																											
Fax Number: 4159953434 <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) 995-5081 Email: ipfilings@hansonbridgett.com Correspondent Name: Gamer K. Weng, Hanson Bridgett LLP Address Line 1: 425 Market Street, 26th Floor Address Line 4: San Francisco, CALIFORNIA 94105																											
ATTORNEY DOCKET NUMBER:		26837.12																									
NAME OF SUBMITTER:		Gamer K. Weng																									
Signature:		/gkw/																									

CH \$40.00 3501911

Date:

11/04/2013

Total Attachments: 2

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment"), dated as of September 23rd 2013, between Bettye Muller Designs, Inc., a New Jersey corporation ("Assignor") and New York Transit, Inc., a California corporation ("Assignee"). Unless otherwise provided herein, capitalized terms used but not defined herein have the meanings ascribed to them in the Agreement

RECITALS:

WHEREAS, Assignor and Assignee are parties to a certain Employment and Intellectual Property Agreement, dated as of September 23, 2013 (the "Agreement");

WHEREAS, hereby Assignor agrees to assign, and Assignee hereby agrees to accept certain Intellectual Property held by Assignor;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the parties do hereby agree as follows:

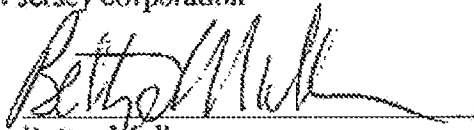
1. Effective as of the date hereof, Assignor hereby assigns to Assignee the trade name, trade mark, and word mark Bettye Muller, USPTO Serial Number 78980535 and Register Number 3501911 and Assignee accepts the foregoing assignment.
2. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of Assignor and Assignee.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles.
4. This Agreement may be executed in one or more counterparts, each of which, for all purposes, shall be deemed an original and all of such counterparts, taken together, shall constitute one and the same agreement and shall be binding on the parties even if all parties are not signatories to the same counterpart. Counterparts of this Agreement may be delivered by facsimile.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

BETTYE MULLER DESIGNS, INC.
a New Jersey corporation

By:



Bettye Muller

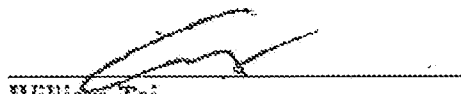
Its: Chief Executive Officer

Acceptance of the Assigned Interest

The undersigned hereby expressly succeeds to and assumes the rights, duties, liabilities and responsibilities for the Assigned Interest.

NEW YORK TRANSIT, INC.,
a California corporation

By:



William Tai

Its: Chief Executive Officer