

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
Blue Vintage LLC		10/16/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Fashion Lab, LLC
Street Address:	5023 N. Pkwy Calabasas
City:	Calabasas
State/Country:	CALIFORNIA
Postal Code:	91302
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85468938	FREEDOM FOUNDRY SUPERIOR STANDARD F
Serial Number:	85745843	ANCHORAGE EXPEDITION BRAND
Registration Number:	4168577	JAMAICA JAXX
Registration Number:	2911668	JAMAICA JAXX
Registration Number:	3407408	SEVEN PALM BRAND
Registration Number:	3846678	SEVEN PALM BRAND
Registration Number:	4084891	FREEDOM FOUNDRY.

CORRESPONDENCE DATA

Fax Number: 2132432539
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2132432828
 Email: vmittongtare@jonesday.com
 Correspondent Name: JONES DAY
 Address Line 1: 555 South Flower Street, 50th Floor

CH \$190.00 85468938

Address Line 2: Patent Prosecution Department
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	469198-600001
NAME OF SUBMITTER:	Vichai Mittongtare
Signature:	/Vichai Mittongtare/
Date:	11/12/2013
Total Attachments: 3 source=BLUE VINTAGE LLC ASSIGNMENT#page1.tif source=BLUE VINTAGE LLC ASSIGNMENT#page2.tif source=BLUE VINTAGE LLC ASSIGNMENT#page3.tif	

ASSIGNMENT

This Assignment Agreement (this "Agreement") is entered into as of this 16th day of October, 2013 (the "Effective Date") by and between Blue Vintage LLC, a California limited liability company ("Assignor"), and Fashion Lab, LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor has agreed to transfer, sell and assign to the Assignee all worldwide right, title and interest in and to the marks and/or trade names set forth on Schedule A hereto, together with the goodwill of the businesses associated therewith (the "Trademarks") and any copyrights, domain names and other intellectual property created by or for Assignor for use with the marks (the "Intellectual Property");

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all worldwide right, title, and interest in and to the Trademarks and other Intellectual Property.

2. Rights and Privileges. All rights and privileges, including without limitation the right to sue for and receive all damages from future infringements of the Trademarks and other Intellectual Property, shall be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.

3. Further Assurances. The Assignor agrees to execute and deliver at any future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Trademarks and other Intellectual Property. Assignor agrees not to use or seek to register the Trademarks and any marks confusingly similar thereto, or facilitate such use or registration by others.

4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, the U.S. Copyright Office and any other official throughout the world whose duty is to register and record ownership in trademark or copyright registrations and applications for registration of trademarks and copyrights, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Trademarks and other Intellectual Property.

5. Warranty. Assignor represents and warrants that it is the owner of all rights in and to the Trademarks and other Intellectual Property and that it has the right to grant the assignment herein to Assignee.

6. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any dispute hereunder shall be submitted to the state or federal courts of Los Angeles County, California, and the parties consent to personal jurisdiction and venue therein.

7. Defined Terms. Any defined terms not specifically defined herein shall have the meaning specified in the Purchase Agreement.

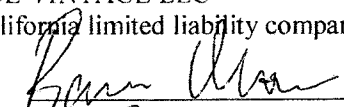
8. Integration. This Agreement represents the entire agreement and understanding between the parties concerning the subject matter hereof, and may not be amended except by the written agreement of the parties.

9. Counterparts. This Agreement may be executed in two or more counterparts, which may be facsimile counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by duly authorized individuals as of the date first set forth above.

BLUE VINTAGE LLC
a California limited liability company

By: _____


Name: BANNUN MOW
Title: MEMBER

FASHION LAB, LLC
a California limited liability company

By: _____


Name:
Title: Member

SCHEDULE A

1. JAMAICA JAXX (Including U.S. Registration Nos. 4168577 and 2911668)
2. SEVEN PALM BRAND (Including U.S. Registration Nos. 3407408 and 3846678)
3. FREEDOM FOUNDRY (Including U.S. Registration No. 4084891 and U.S. Application No. 85468938)
4. ANCHORAGE EXHIBITION BRAND (Including U.S. Application No. 85745843)