

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
	Karna Ruskin		11/12/2013	INDIVIDUAL: UNITED STATES
	Victoria Jolie, LLC		11/12/2013	CORPORATION: CALIFORNIA
	Brian Rousso		11/12/2013	INDIVIDUAL: UNITED STATES
	Morris Ruskin		11/12/2013	INDIVIDUAL: UNITED STATES
	Caroline Rocky		11/12/2013	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA				
Name:	Misyd Corporation			
Street Address:	1411 Wilson Street			
City:	Los Angeles			
State/Country:	CALIFORNIA			
Postal Code:	90021-2806			
Entity Type:	CORPORATION: CALIFORNIA			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	2517006	RUBY ROX	
	Registration Number:	3541563	ROXETTE	
	Serial Number:	85574818	SAPPHIRE DOLLZ	
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:	(310) 728-3018			
Email:	kimh@akingump.com			
Correspondent Name:	Misyd Corporation			
Address Line 1:	1411 Wilson Street			
Address Line 4:	Los Angeles, CALIFORNIA 90021-2806			

OP \$90.00 2517006

NAME OF SUBMITTER:	Hyongsoon Kim
Signature:	/Misyd/
Date:	12/04/2013
Total Attachments: 4 source=Short Form Assignment Agreement#page1.tif source=Short Form Assignment Agreement#page2.tif source=Short Form Assignment Agreement#page3.tif source=Short Form Assignment Agreement#page4.tif	

SHORT FORM ASSIGNMENT AGREEMENT

This Short Form Assignment Agreement (the "Agreement") is made and entered into as of November 12, 2013, by and between Misyd Corp. ("Misyd"), Robert Borman, and Joseph Hanasab (the "Misyd Parties"), on the one hand, and Victoria Jolie, LLC ("Victoria Jolie"), Karna Ruskin, Caroline Rocky, Brian Rousso, and Morris Ruskin (the "Victoria Jolie Parties"), on the other hand. The Misyd Parties and the Victoria Jolie Parties are referred to collectively in this Agreement as the "Parties", each a "Party."

RECITALS

1. On September 19, 2012, Misyd filed its Complaint against the Victoria Jolie Parties in the United States District Court for the Central District of California captioned *Misyd Corp. v. Karna Ruskin, et al.*, Case No. 12-cv-08093-ODW (MRW) (the "US Litigation") for declaratory relief. The US Litigation concerned, among other things, the ownership of the trademarks "RUBY ROX," "ROXETTE," "PRIMA ROX," and "SAPPHIRE DOLLZ" (collectively the "Trademarks"). The US Litigation also concerned the status of the related United States Trademark Registrations No. 2,517,006 for RUBY ROX, Registration No. 3,541,563 for ROXETTE, and Application Serial No. 85574818 for SAPPHIRE DOLLZ (collectively the "Registrations"). For purposes of this Agreement, the US Litigation shall also include any claims alleged under each of the subsequent amended Complaints.
2. Misyd filed its First Amended Complaint in the US Litigation on October 24, 2012 (the "FAC"). On September 9, 2013 Misyd filed its Second Amended Complaint against the Victoria Jolie Parties.
3. On November 29, 2012, Victoria Jolie, Karna Ruskin and Caroline Rocky filed their Counterclaim against the Misyd Parties in the US Litigation alleging claims for declaratory relief, trademark infringement, breach of contract, breach of fiduciary duty, accounting, unpaid wages and expenses, fraudulent concealment, unjust enrichment and unfair competition.
4. On April 5, 2013, Victoria Jolie, Karna Ruskin and Caroline Rocky filed their First Amended Counterclaim against the Misyd Parties in the US Litigation (the "Amended Counterclaim").
5. On October 3, 2012, Misyd filed a Statement of Claim in the Federal Court of Canada against Victoria Jolie, captioned *Misyd Corp. v. Victoria Jolie, LLC*, Federal Court File No: T1835-12 (the "Canadian Litigation"). Misyd's Statement of Claim in the Canadian Litigation concerned, among other things, ownership of the RUBY ROX trademark.
6. On or about February 20, 2013, Victoria Jolie filed its Counterclaim in the Canadian Litigation.
7. On or about October 11, 2013, the Parties entered into a settlement agreement (the "Settlement Agreement"), pursuant to which the Parties settled all disputes, demands, claims, causes of action, and controversies existing between the Misyd Parties, on the one hand, and the Victoria Jolie Parties, on the other hand, including, without limitation, all claims, causes of action, allegations, and demands that the Parties have asserted or could have asserted against one another in

the United States Litigation and/or the Canadian Litigation, including all claims, causes of action, allegations, and demands concerning the Trademarks and the Registrations. The Settlement Agreement also provides in part that, for valuable consideration provided, the Victoria Parties have assigned all of their rights, titles and interest in the Trademarks and the Registrations to Misyd in perpetuity.

8. The Settlement Agreement requires the Victoria Jolie Parties to provide to the Misyd Parties for submission to the United States Patent and Trademark Office ("USPTO") (and any other office requested by the Misyd Parties) a Trademark Assignment Recordation Form and any and all other necessary forms, reflecting the assignment, transfer and conveyance by the Victoria Jolie Parties to Misyd of the Victoria Jolie Parties' entire right, title and interest to the Trademarks and the Registrations.

9. Because the Settlement Agreement's confidentiality restrictions bar the Parties from recording or submitting the Settlement Agreement to the USPTO, the Parties have agreed to submit this Agreement in lieu of the Settlement Agreement to the USPTO for recordation.

NOW THEREFORE, pursuant to the Settlement Agreement and the mutual consideration and promises stated therein, the Parties hereby acknowledge and agree that:

PROVISIONS

1. Trademark Rights. Pursuant to the Settlement Agreement:
 - a) The Victoria Jolie Parties have conveyed, transferred and assigned any and all rights, title and interest worldwide which they may have in each and every one of the Trademarks and Registrations to Misyd in perpetuity.
 - b) The Victoria Jolie Parties hereby recognize and acknowledge that Misyd is the sole owner of each of the Trademarks and Registrations, all rights, title and interests in the Trademarks worldwide, and all of the goodwill associated therewith.
 - c) The Victoria Jolie Parties warrant and represent that they have not assigned, conveyed, or transferred any right, title or interest which they may have in the Trademarks and Registrations, or any of them, to any other person or entity, and that they have the full and unencumbered right and ability to convey, transfer and assign those Trademarks, and any and all rights, title and interest they may have therein to Misyd.
 - d) The Victoria Jolie Parties agree not to hereafter challenge or contest, directly or indirectly, the validity, ownership by Misyd, or registration of any of the Trademarks and Registrations, including in any proceeding of any type in any country.
 - e) The Victoria Jolie Parties agree not to adopt, use, or seek trademark registration for any of the following names: "RUBY ROX," "ROXETTE," "PRIMA ROX," and "SAPPHIRE DOLLZ".

DATE: 11/11/13

KARNA RUSKIN



DATE: 11/11/13

CAROLINE ROCKY



DATE: 11/12/13

BRIAN ROUSSO



DATE: 11/12/13

MORRIS RUSKIN



2. This Agreement does not create any new obligations or rights for any Party, but reflects only those rights and obligations that were created by the Settlement Agreement.

3. This Agreement may be executed by fax or PDF in one or more counterparts, each of which shall be deemed an original, all of which shall constitute one and the same instrument together. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by the other Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

DATE: _____

MISYD CORP.

By: _____

Its _____

DATE: _____

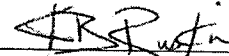
ROBERT BORMAN

DATE: _____

JOSEPH HANASAB

DATE: 11/11/13

VICTORIA JOLIE, LLC

By: 

Its member