

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CS Pursuits, LLC		12/05/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
Name:	Mr. Stephen S. Marshall		
Street Address:	11711 Goshen Avenue		
Internal Address:	#5		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90049-6146		
Entity Type:	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	4080877	CLASSY SEXY	
Registration Number:	3836922	CLASSY SEXY	
<b>CORRESPONDENCE DATA</b>			
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) 560-7851		
Email:	StephenSMarshall@gmail.com		
Correspondent Name:	Stephen S. Marshall		
Address Line 1:	11711 Goshen Avenue		
Address Line 2:	#5		
Address Line 4:	Los Angeles, CALIFORNIA 90049-6146		
NAME OF SUBMITTER:	Stephen S. Marshall		
Signature:	/Stephen S. Marshall/		

OP \$65.00 4080877

Date:

12/06/2013

**Total Attachments: 5**

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## ASSIGNMENT OF ASSETS

This Agreement dated as of December 5, 2013 is by and between CS Pursuits, LLC, a California limited liability company ("Assignor") and Stephen S. Marshall, an individual ("Assignee").

(a) WHEREAS, Assignor is the owner of certain intellectual property, graphical imagery, content, and technology used to create "Classy Sexy", a product brand as well as a content aggregation website, blog, forum, online community, and e-commerce marketing channel in the fields of fashion, entertainment, recreation, leisure topics, personal relationships, diverse human cultures, and lifestyles, as well as the owner of certain registered trademarks and certain domain name registrations (itemized in the attached Exhibit A) related to the "Classy Sexy" brand as well as well as other CS Pursuits, LLC brands and assets (all of the above, collectively, the "IP"); and

(b) WHEREAS, Assignor has elected to discontinue operations of its business and to dissolve the limited liability company entity which possesses the IP; and

(c) WHEREAS, Assignee is the sole member of CS Pursuits, LLC, and thus the only party with a residual claim on the IP; and

(d) WHEREAS, Assignor intends to distribute the IP and any remaining assets of CS Pursuits, LLC to Assignee, its sole member.

(d) WHEREAS, Assignor wishes to transfer the entire rights, title, and interest in the IP as well as any remaining assets contained within CS Pursuits, LLC to Assignee; and

NOW, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**1. Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest in and to the IP as well as any remaining assets contained within CS Pursuits, LLC.

**2. Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) The IP and/or any remaining assets contained within CS Pursuits, LLC is/are free of any liens, security interests, encumbrances or licenses;
- (c) There are no claims, pending or threatened, with respect to Assignor's rights in the IP and/or any remaining assets contained within CS Pursuits, LLC;
- (d) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (e) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

**3. Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

**4. Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

**5. Amendment.** This Agreement may be amended only by a writing signed by both parties.

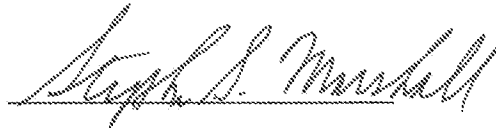
**6. Authorization and Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement and hereby authorizes Assignor to perform any further acts and execute and deliver any documents required or requested by proper authorities in connection with the assignment of the IP and/or any remaining assets contained within CS Pursuits, LLC.

**9. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California without giving effect to the principles of conflicts

of laws. Any controversy, dispute or claim between the parties relating to this Agreement shall be resolved by courts located in Los Angeles County, California.

Assignor:

CS Pursuits, LLC

A handwritten signature in cursive script, appearing to read "Stephen S. Marshall", written over a horizontal line.

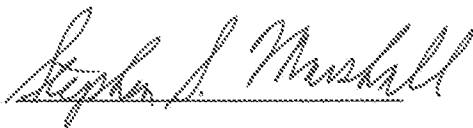
By: Stephen S. Marshall

Title: Chief Executive Officer

Assignee:

Stephen S. Marshall

Title: Individual

A handwritten signature in cursive script, appearing to read "Stephen S. Marshall", written over a horizontal line.

See Attached  
NOTARIZED Paperwork

Exhibit A

CS Pursuits, LLC Trademark Itemization

“Classy Sexy”

Registration # 4080877

“Classy Sexy”

Registration # 3836922

CS Pursuits, LLC Domain Registration Itemization

classysexy.com  
classysexy.net  
classysexy.biz  
classysexy.tv  
classysexy.info  
classysexy.mobi  
classysexy.org  
classysexy.co  
classysexy.xxx  
sexyclassy.com  
sexyclassy.net  
sexyclassy.xxx  
cspursuits.com  
cspursuits.net  
csallure.co  
csallure.com  
yogareservations.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

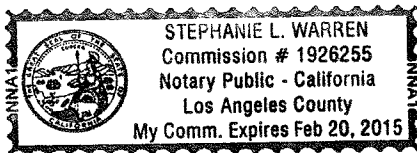
State of California

County of LOS ANGELES

On DEC 5, 2013 before me, STEPHANIE L. WARREN (NOTARY PUBLIC)

personally appeared STEPHEN S. MARSHALL

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. Signature: [Handwritten Signature]

Place Notary Seal Above OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

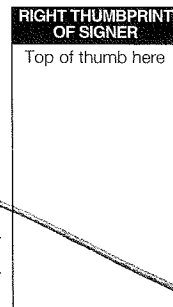
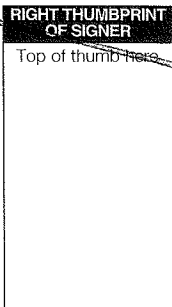
Title or Type of Document: Assignment of Assets

Document Date: Dec 5, 2013 Number of Pages: 4

Signer(s) Other Than Named Above: SAME

Capacity(ies) Claimed by Signer(s)

- Signer's Name: [Blank]
Signer's Name: [Blank]
Corporate Officer - Title(s): [Blank]
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other: [Blank]



Signer Is Representing: [Blank]