

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lazuline Sky LLC		08/26/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Gembrooke Creations LLC		
Street Address:	51 JFK Parkway		
Internal Address:	1st Floor West		
City:	Short Hills		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86277507	AMBERLEY WEST	
CORRESPONDENCE DATA			
Fax Number:	8884362753		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	201-650-4542		
Email:	jrsrodawa@gembrooke.com		
Correspondent Name:	Joseph Srodawa		
Address Line 1:	51 JFK Parkway		
Address Line 2:	1st Floor West		
Address Line 4:	Short Hills, NEW JERSEY 07960		
NAME OF SUBMITTER:	Joseph Srodawa		
SIGNATURE:	/Joseph Srodawa/		
DATE SIGNED:	08/26/2014		
Total Attachments: 3			
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OP \$40.00 86277507

August 26, 2014

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between LAZULINE SKY LLC, a New Jersey limited liability corporation ("Assignor") and GEMBROOKE CREATIONS LLC, a New Jersey Limited Liability Corporation ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: AMBERLEY WEST, U.S. Trademark SN 86277507 (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:


1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$100, payable on August 26, 2014.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
 - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademark does not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
4. 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 (including all court costs) in such litigation from the party against whom enforcement was sought.

5. 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. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here: "None".
6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.
7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.
8. 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.
9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of Essex County and the State of New Jersey.

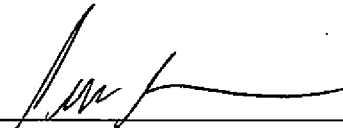
GEMBROOKE CREATIONS LLC

Date: 8/26/14

By: 
Name: Joseph Srodawa
Title: Managing Partner

LAZULINE SKY LLC

Date: 8/26/14

By: 
Name: Susan Uptain
Title: Managing Partner

August 26, 2014

NOTARIZATION FORM

State of NC

County of Buncombe

On 8-26-14 before me, Brian K. Clark, notary,
personally appeared Joseph Srodawa and Susan Uptain, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the persons whose names are
subscribed to the within instrument and acknowledged to me that they executed the same
in their authorized capacities, and that by their signatures on the instrument the persons,
or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

Signature Brian K. Clark

Notary

Buncombe County NC
COMMISSION EXPIRES 5-25-15

