

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carol DeLeon		08/12/2014	INDIVIDUAL: UNITED STATES
International Fashion Royalty, Inc.		08/12/2014	CORPORATION: CALIFORNIA
Titan Industries, Inc.		08/12/2014	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Moonstone, LLC		
Street Address:	7095 Hollywood Boulevard, Suite 632		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4382520	FLOGG	
CORRESPONDENCE DATA			
Fax Number:	3102860488		
<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:	310 985 4283		
Email:	mpilosof@ipbymbp.com		
Correspondent Name:	Maurice B. Pilosof		
Address Line 1:	P.O. Box 691937		
Address Line 4:	West Hollywood, CALIFORNIA 90069		
NAME OF SUBMITTER:	Maurice B. Pilosof		
SIGNATURE:	/Maurice B. Pilosof/		
DATE SIGNED:	09/16/2014		
Total Attachments: 5			
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OP \$40.00 4382520

TRADEMARK

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 12th day of August 2014 (the "Effective Date") by and between Carol DeLeon, an individual with a business address of 7095 Hollywood Boulevard, Suite 632, Los Angeles, California 90028, ("DeLeon"), International Fashion Royalty, Inc., a California corporation having a place of business at 7095 Hollywood Boulevard, Suite 632, Los Angeles, California 90028, ("IFR") and Titan Industries, Inc., a Nevada corporation having a business address of 3252 Bolsa Avenue, Huntington Beach California 92649, ("Titan"), on the one hand, collectively referred to as ("Assignor") and Moonstone, LLC, a California limited liability company having a place of business at 7095 Hollywood Boulevard, Suite 632, Los Angeles, California 90028, on the other hand ("Assignee").

A. WHEREAS, DeLeon, IFR and Titan are parties to a joint venture agreement ("Joint Venture"),

B. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademark registrations, and foreign trademark applications as listed in attached Exhibit A, for the trademark FLOGG (collectively the "Trademarks");

C. WHEREAS, DeLeon and IFR on the one hand and Titan on the other hand have entered into a Joint Venture Purchase Agreement which, among other provisions:

- (i) confirms termination of the Joint Venture, and
- (ii) provides for the assignment of the Trademarks;

D. WHEREAS, the Joint Venture Purchase Agreement contemplates that the Joint Venture's assets, including the Trademarks, would be assigned to a "Newco," Assignor is the "Newco" referred to in the Joint Venture Purchase Agreement and IFR has assigned its rights under the Joint Venture Purchase Agreement to Assignee; and

E. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Trademarks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Trademarks to Assignee, upon the terms and conditions set forth herein.

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

1. Assignor hereby conveys and assigns to Assignee, pursuant to the Joint Venture Purchase Agreement, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks with all rights to sue and recover damages and/or profits for past infringements.

2. At any time, and from time to time after the Effective Date, at Assignee's reasonable written request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignee's expense, as may reasonably be necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal or foreign trademark registrations thereof or applications therefore. Assignor further agrees to reasonably assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignor's expense, as Assignee may reasonably request in exercising and enforcing Assignee's rights in the Marks.

3. After the Effective Date, Assignor agrees to make no further use of the Trademarks or any mark confusingly similar thereto, anywhere in the world, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Trademarks.

4. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

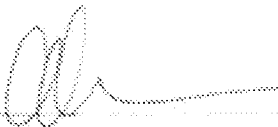
5. Miscellaneous:

(a) This Agreement and Exhibit A, are executed as part of the Joint Venture Interest Purchase Agreement, which is incorporated by this reference, and shall be construed and interpreted as part of a single transaction.

(b) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

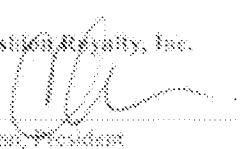
ASSIGNOR:



Carol DeLeon

International Fashion Royalty, Inc.

By:



Carol DeLeon, President

ASSIGNEE:

Mogustone, LLC

By: INTERNATIONAL FASHION
ROYALTY, INC. Manager



Carol DeLeon, President

Title:

Titan Industries, Inc.

By:

Name: C. DeLeon

Title: C.D.

EXHIBIT A
Flogg Trademark Registrations And Applications

TRADEMARK	COUNTRY	INT'L CLASS	FILING DATE	APPLICATION #	REG.#	REG. DATE	STATUS
FLOGG	Australia	25 - Shoes	04/07/2013	1330038	1556818	10/09/2013	Registered
	Canada	Shoes	04/24/2013	1671878			Pending
	Columbia	25 - Shoes	05/16/2013	13-11065-1			Rejected by Columbia Trademark Office - response to 08/19/2014
	European Community	25 - Shoes	05/16/2013	1137945	1137945	04/03/2014	Registered
	Israel	25 - Shoes	05/16/2013	135627			Pending
	Kazakhstan	25 - Shoes	04/07/2013	1137945	1137945	05/19/2014	Registered
	New Zealand	25 - Shoes	05/16/2013	977086	977086	10/31/2013	Registered
	Philippines	25 - Shoes	02/19/2013	42013001873	1873	08/15/2013	Registered
	Russian Federation	25 - Shoes	07/04/2013	1137945	1137945	07/10/2014	Registered
	Singapore	25 - Shoes	05/16/2013	113074722	113074722	04/15/2014	Registered
	Switzerland	25 - Shoes	05/16/2013	1137945	1137945	06/05/2014	Registered
	Ukraine	25 - Shoes	07/04/2013	1137945	1137945	06/19/2014	Registered
	United States	25 - Shoes	07/13/2012	83676828	4,382,320	08/13/2013	Registered

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 12/11/14 before me, [Signature] Notary Public

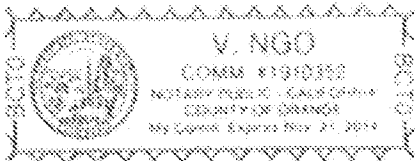
personally appeared [Signer Name]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) appears 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 [Signature]
Notary Public



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 replacement of this form to another document.

Description of Attached Document

Title or Type of Document [Handwritten Title]

Document Date [Handwritten Date] Number of Pages [Handwritten Number]

Signer(s) Other Than Stated Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

Signer is Representing _____

Signer is Representing _____

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