

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Karman, Inc.		06/21/2006	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Baby Star LLC		
<b>Street Address:</b>	1801 NW Upshur		
<b>Internal Address:</b>	Suite 260		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97209		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OREGON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3031732	STAR BABY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(503)295-2787		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(503) 226-8122		
<b>Email:</b>	mmedeiros@smhllaw.com		
<b>Correspondent Name:</b>	Martin Medeiros		
<b>Address Line 1:</b>	621 SW Morrison Street		
<b>Address Line 2:</b>	Suite 1420		
<b>Address Line 4:</b>	Portland, OREGON 97205		
<b>NAME OF SUBMITTER:</b>	Tichelle Sorensen		
<b>Signature:</b>	/tichellessorensen/		
<b>Date:</b>	06/21/2006		

OP \$40.00 3031732

Total Attachments: 1  
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(2)

### TRADEMARK ASSIGNMENT

WHEREAS, Karman, Inc., a corporation organized and existing under the laws of Colorado and located at 14707 East 2<sup>nd</sup> Avenue, Suite 300 Aurora, Colorado 80011 ("Assignor"), has adopted, used and is using the trademark STAR BABY, U.S. Registration No. 3031732, for "Children's clothing, namely, shirts, blouses, jeans, shorts, skirts, dresses, sweaters, sweatshirts, T-shirts, jackets, coats, hats, belts and caps" in International Class 025 (hereinafter called "the Trademark"); and

WHEREAS Baby Star LLC, a limited liability company organized and existing under the laws of Oregon and located at 1801 N.W. Upshur, Suite 260 Portland, OR 97209 ("Assignee"), is desirous of acquiring the Trademark and all common law rights and goodwill therein;

NOW, THEREFORE, for consideration in the form of a check in the amount of fifteen thousand dollars (\$15,000.00), receipt of which is hereby acknowledged, the Assignor hereby sells, assigns, transfers, sets over and delivers to the Assignee, on an as-is where-is basis without representations or warranties of any kind, Assignor's entire right, title and interest in and to the Trademark including any common law rights together with any goodwill of the business symbolized by the Trademark. The Assignor further agrees that cashing, depositing, or endorsement of the check or other method of payment shall evidence acceptance of all terms and conditions of this Trademark Assignment and Assignor relinquishes any and all rights Assignor may have in the Trademark. The Assignee agrees that this Trademark Assignment is ineffective if the check bounces. If required by Assignee, Assignor agrees to perform any action necessary to perfect Assignee's right in the Trademark. Assignee hereby agrees that Assignor shall have until the end of the calendar year 2007 to sell Assignor's 1400 pieces of remaining inventory bearing the Trademark.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed by its duly authorized officer as of the Date of Execution written above.

ASSIGNOR:

Del

Karman, Inc.

By: Gary Mandelbaum  
Name: Gary Mandelbaum  
Title: Gary Mandelbaum  
Date: 6/21/06

UNITED STATES OF AMERICA  
STATE OF Colorado

COUNTY OF Arapahoe ) SS:

TRADEMARK