

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
Baby Star LLC		02/19/2007	LIMITED LIABILITY COMPANY: OREGON
RECEIVING PARTY DATA			
Name:	Star Baby LLC		
Street Address:	1801 NW Upshur		
Internal Address:	Suite 560		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97209		
Entity Type:	LIMITED LIABILITY COMPANY: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78454797	STAR BABY	
CORRESPONDENCE DATA			
Fax Number:	(503)295-2737		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(503) 226-8122		
Email:	mmedeiros@smhllaw.com		
Correspondent Name:	Martin F. Medeiros		
Address Line 1:	621 SW Morrison Street		
Address Line 2:	Suite 1420		
Address Line 4:	Portland, OREGON 97205		
NAME OF SUBMITTER:	Tichelle Sorensen		
Signature:	/tichellessorensen/		
Date:	02/19/2007		

OP \$40.00 78454797

TRADEMARK ASSIGNMENT

WHEREAS, Baby Star LLC, a limited liability company organized and existing under the laws of Oregon and located at 1801 NW Upshur, Suite 560, Portland OR 97209 ("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 Star Baby LLC, a limited liability company organized and existing under the laws of Oregon and located at 1801 N.W. Upshur. Suite 560 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.

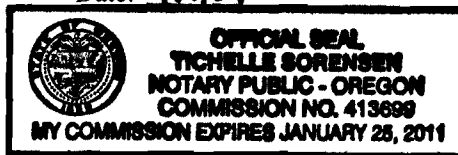
IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed by its duly authorized officer as of the Date of Execution written above.

ASSIGNOR:

Baby Star LLC.

By: Dana Bach Johnson
Name: Dana Bach Johnson
Title: Member
Date: 2/19/07

UNITED STATES OF AMERICA)
STATE OF OREGON)
) SS:
COUNTY OF Multnomah)



On this 19th day of February, 2007, before me personally came Dana Bach Johnson, to me known who, being duly sworn, did depose and say that she resides in the State of Oregon, and that she signed her name hereto.

Michelle Sorensen
Notary Public