

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Yoann Bohbot | | 07/21/2008 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Brands Direct, Inc. | | |
| Street Address: | 2140 E 25TH ST | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90058 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77412023 | VIF | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (310)286-0488 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</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: | 07/28/2008 | | |

OP \$40.00 77412023

Total Attachments: 2
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**TRADEMARK
 REEL: 003823 FRAME: 0684**

TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT OF TRADEMARK (this Agreement) is entered into as of July 21st, 2008 by and between Yoann Bohbot, an individual, as assignor ("Assignor") and Brands Direct, Inc., a California corporation, as assignee (the "Assignee").

RECITALS

WHEREAS, Assignor is the owner in and to the trademark VIF, including all common law rights appurtenant thereto;

WHEREAS, Assignor has applied to register the trademark VIF in the U.S. Patent and Trademark Office, which application has been assigned U.S. Trademark Application Serial No. 77412023;

WHEREAS, Assignor filed the above-recited U.S. Trademark Application based on Assignor's bona fide intent to use the mark in commerce; and

WHEREAS, Assignor desires to grant and Assignee desires to acquire a ownership in and to the common law rights in the trademark VIF and to U.S. Trademark Application Serial No. 77412023, collectively referred to as the "Trademark", together with the goodwill of the business connected, appurtenant, and symbolized by the Trademark;

NOW THEREFORE, in consideration of the mutual promises confirmed in this Agreement, and for \$10.00 ten dollars and other good, and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement, intending to be legally bound agree as follows:

1. **Assignment**. Assignor does hereby assign unto Assignee, the Trademark, and the goodwill of the business connected with the use of, and symbolized by the Trademark.
2. **Consideration**. Assignor hereby acknowledges that Assignee has paid Assignor good and valuable consideration for the assignment of the Trademark, and Assignor acknowledges receipt thereof.
3. **Representation and Warranties** Assignor represents and warrants to Assignee that Assignor, his agents, representatives and affiliates have not encumbered,

transferred, hypothecated or assigned any interest in the Trademark, in whole or in part, at any time.

4. Power of Attorney. Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as Assignee shall determine in its sole discretion) but for the benefit of Assignee (1) to endorse and/file of record, all assignment documents, (2) to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim right or title of any kind, in or to the Trademarks, (3) to defend or compromise any and all actions, suits, or proceedings in respect of the Trademarks, and (4) to take all action which Assignee may deem proper with respect to the Trademarks. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable.

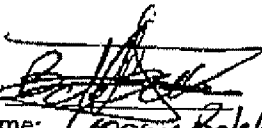
5. Integration. No promise, representation or inducement to enter into this Agreement, except as expressly stated herein, has been made by or to, or relied on by any parties. This Agreement contains the entire agreement between Assignor and Assignee and the terms hereof supersede all prior discussions, understandings, or agreements between Assignor and Assignee relative to the subject matter hereof. This Agreement may only be amended by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**ASSIGNOR
YOANN BOHBOT**

By: 
Name: Yoann Bohbot

**ASSIGNEE
BRANDS DIRECT, INC.**

By: 
Name: Yoann Bohbot
Title: President