



**ASSIGNMENT**

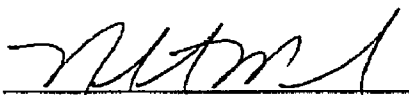
WHEREAS, PartySmart Distributors LLC, a limited liability corporation organized under the laws of Texas, has adopted, used, is using and is the owner of the following trademark and registration thereof on the Principal Register of the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
PARTYSMART	3,077,108	April 4, 2006

WHEREAS, Himalaya Global Holdings, Ltd., is desirous of acquiring said trademark and said registration thereof,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PartySmart Distributors LLC hereby assigns to Himalaya Global Holdings, Ltd. all right, title and interest in the United States in and to said trademark together with the goodwill of the business symbolized by said trademark and said registration thereof.

PartySmart Distributors LLC

By:   
Nabeel Manal,  
Agent and Attorney-in-Fact

6/11/09  
Date

PARTYSMART DISTRIBUTORS LLC

UNANIMOUS CONSENT OF MANAGERS  
IN LIEU OF SPECIAL MEETING

May 18, 2009

The undersigned, being the sole Manager of PARTYSMART DISTRIBUTORS LLC (the "Company"), hereby, pursuant to the Texas Limited Liability Company Act and the Regulations of the Company, consents to and adopts in all respects the following resolutions and such consent shall have the same force and effect as a vote by the undersigned at a meeting of the Managers called by the undersigned.

1. Dissolution.

RESOLVED, that the Company shall be dissolved;

FURTHER RESOLVED, that the officers or authorized agent of the Company shall cause the Company to mail by registered or certified mail to each known claimant against the Company written notice of the intention of the Company to dissolve;

FURTHER RESOLVED, that the officers or authorized agent of the Company are authorized and hereby instructed to proceed to collect the assets of the Company, and to pay, satisfy, or discharge all debts, liabilities and obligations of the Company, or otherwise make adequate provision for payment, satisfaction, or discharge thereof, and do all other acts to liquidate the business and affairs of the Company such debts;

FURTHER RESOLVED, that after paying, satisfying, or discharging all debts, liabilities, and obligations of the Company, or making adequate provision for the payment, satisfaction, or discharge thereof, the officers or authorized agents of the Company shall distribute to the sole member of the Company all of the remaining properties and assets of the Company in kind;

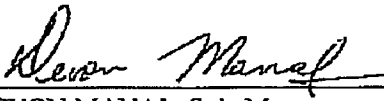
FURTHER RESOLVED, that after the assets of the Company have been distributed, the appropriate officers or authorized agents of the Company shall execute and file Articles of Dissolution pursuant to Articles 6.07 and 6.08 of the Texas Limited Liability Company Act with the Texas Secretary of State and shall execute and file such other documents and take such other actions as may be necessary or appropriate in connection with the dissolution of the Company

2. Authority.

RESOLVED, that the appropriate officers or authorized agent of the Company are hereby severally authorized to (a) sign, execute, certify to, verify, acknowledge, deliver, accept, file and record any and all such instruments and documents, and (b) take, or cause to be taken, any and all such action in the name of and on behalf of the Company or otherwise, (as in any such officer's judgment shall be necessary, desirable or appropriate) in order to effect the purposes of the foregoing resolutions; and

FURTHER RESOLVED, that Nabeel Manal is hereby authorized to act as an agent and attorney-in-fact to act in the name of and on behalf of the Company in order to effect the purposes of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date first written above.

  
\_\_\_\_\_  
DEVON MANAL, Sole Manager