

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
Phyllis Michaels		02/23/2010	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Chartreuse Fragrances, LLC
Street Address:	Three Horizon Road
City:	Fort Lee
State/Country:	NEW JERSEY
Postal Code:	07024
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2997572	CHARTREUSE

CORRESPONDENCE DATA

Fax Number: (866)422-0197
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2128082700
 Email: michaela@pepperlaw.com
 Correspondent Name: Adam Michaels
 Address Line 1: 620 Eighth Avenue
 Address Line 2: The New York Times Building
 Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Adam Michaels
Signature:	/Adam Michaels/
Date:	02/24/2010

Total Attachments: 3

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**TRADEMARK
 REEL: 004154 FRAME: 0929**

OP \$40.00 2997572

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this 23rd day of February 2010, by and between Phyllis Michaels, an individual, ("Assignor") and Chartreuse Fragrances, LLC a New Jersey limited liability company, ("Assignee"),

WITNESSETH:

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark registration shown in Schedule A (the "Trademark"); and

WHEREAS, Assignor desires to assign and Assignee desires to obtain all right, title and interest in and to the Trademark;

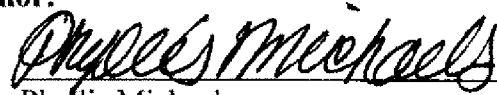
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest that Assignor has or may have, either now or in the future, in and to the Trademark, together with the goodwill of the business which is symbolized by the Trademark and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any;
2. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademark;
3. Assignee shall be responsible for and Assignor shall cooperate in the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions necessary to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademark;
4. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;
5. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of California;
6. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first above-written.

Assignor:

By:



Phyllis Michaels

SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>	<u>Filing Date</u>
CHARTREUSE	2,997,572	June 5, 2004