

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
LUJC INTERNATIONAL, INC.		02/25/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LATHER, INC.		
Street Address:	76 North Fair Oaks Avenue		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91103		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2213234	SPA FRESH	
Registration Number:	2409272	TEA & ICE	
CORRESPONDENCE DATA			
Fax Number:	(310)820-5988		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-207-3800		
Email:	maria_papi@bstz.com, bill_holbrow@bstz.com		
Correspondent Name:	Willmore F. Holbrow		
Address Line 1:	12400 Wilshire Boulevard, Ste 700		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	004858.G000		
NAME OF SUBMITTER:	Willmore F. Holbrow		
Signature:	/s/Willmore F. Holbrow		
Date:	03/08/2010		

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Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

WHEREAS, LUJC International, Inc., a California corporation dba Randall International ("Assignor"), is the owner of the trademarks itemized in Exhibit A hereto, which includes trademarks now registered in the United States Patent and Trademark Office, in addition to certain unregistered marks ("the Marks");

WHEREAS, Assignor is using and has used the Marks in connection with its offer and sale of goods and services continuously since the date of its acquisition of such Marks and associated goodwill; and

WHEREAS, Assignor has entered into a contract with Lather, Inc. ("Assignee") under which Assignor has agreed to sell and Assignee has agreed to purchase certain assets of Assignor, including certain inventory, the Marks, and the goodwill associated with such Marks, and all conditions of closing of such sale have been met;

NOW, THEREFORE, in consideration of the payment of the purchase price for such assets and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby irrevocably assigns to Assignee all right, title and interest within and without the United States in and to said Marks and goodwill associated with the products sold under said Marks and the registrations thereof. In connection therewith, Assignor warrants to Assignee that (a) Assignor is the lawful owner, beneficially and of record, of all said Marks in the United States, free of any liens, encumbrances or restrictions on their ownership and/or use in the manner heretofore used by Assignor and/or Assignor's predecessors in interest and (b) that Assignor has free and unrestricted right, power and authority to assign said Marks and goodwill to Assignee.

Executed as of this 25th day of February, 2010, at Carlsbad, California.

LUJC INTERNATIONAL, INC.

By



Julio Liberal, its President

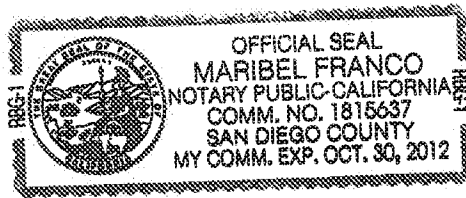
ACKNOWLEDGMENT

State of California)
County of San Diego)

On March 4, 2010 before me, Maribel Franco, a Notary Public in and for said state, personally appeared Julio Liberal, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Maribel Franco*

(Seal)

**Exhibit A to
Assignment Of Trademarks**

Mark	Jurisdiction	Registration No.
SPA FRESH	USA	2,213,234
TEA & ICE	USA	2,409,272
SUN PETALS	USA	