

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
Borghese International Limited		03/31/2010	CORPORATION: BRITISH VIRGIN ISLANDS
RECEIVING PARTY DATA			
Name:	Borghese, Inc.		
Street Address:	10 East 34th Street, Third Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1878194	THE KISS	
Registration Number:	1901403	ACQUA DI VITA "LIVING WATER" COMPLEX	
Registration Number:	1958858	ACQUA DI VITA	
CORRESPONDENCE DATA			
Fax Number:	(908)725-7088		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9087225640		
Email:	officeactions@br-tmlaw.com		
Correspondent Name:	Stephen L. Baker		
Address Line 1:	575 Route 28, Suite 102		
Address Line 4:	Raritan, NEW JERSEY 08869		
NAME OF SUBMITTER:	Linda Kurth		
Signature:	/Linda Kurth/		

OP \$90.00 1878194

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**TRADEMARK
 REEL: 004179 FRAME: 0904**

Date:

04/05/2010

Total Attachments: 4

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ASSIGNMENT

WHEREAS, Borghese International Limited, a business company organized under the laws of the British Virgin Islands (hereinafter the "ASSIGNOR") is desirous of assigning and transferring to Borghese Inc., a Delaware corporation having its principal place of business at 10 East 34th Street, Third Floor, New York, New York (hereinafter the "ASSIGNEE"), all of ASSIGNOR's right, title and interest in and to any and all trademarks and trademark registrations or applications for the registration thereof which are listed on Exhibit A to this Assignment; including any and all copyrights and copyright registrations or applications for registration thereof; any and all patents and patent applications, including any and all divisions, continuations or additions thereof and in and to any and all letters patent which may issue on any such applications or for said inventions, including any and all reissues, reexaminations or extensions thereof to be held and enjoyed by said ASSIGNEE, to the full end of the term or terms for which any and all such letters patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR in the absence of this Assignment; and any and all trade names, trade secrets and know-how (collectively, the "Intellectual Property") owned by ASSIGNOR as of the date hereof and listed on Exhibit A attached hereto; and any and all licenses of Intellectual Property; together with that part of the goodwill of ASSIGNOR's business in connection with the use thereof symbolized by such trademarks; with the right to recover for damages and profits and to seek and obtain all other remedies for past infringements thereof as such rights relate to title to the foregoing (collectively, the "Assets");

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR by these presents does assign and transfer unto the ASSIGNEE, its successors and assigns, all right, title and interest in and to the Assets;

AND, ASSIGNOR covenants and agrees that at any time it will execute and deliver any papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts reasonably deemed necessary or desirable by the ASSIGNEE, its successors, legal representatives or assigns, to convey or perfect title to the Assets and the ASSIGNOR shall pay any and all expenses incurred in conveying or perfecting title to such Assets;

AND, ASSIGNOR hereby requests the appropriate officials at the various patent and trademark offices throughout the world to issue certificates of registration, certificates of recordation and letters patent to the ASSIGNEE.

IN WITNESS WHEREOF, the ASSIGNOR has hereunto executed this instrument on this 31st day of March 2010.

BORGHESE INTERNATIONAL LIMITED

By Steven B. Pfeiffer
Director

WITNESS: Sarah A Devine
SARAH A DEVINE

CORPORATE ACKNOWLEDGEMENT

DISTRICT OF COLUMBIA)
) SS:
)

On this 31st day of MARCH 2010, before me personally appeared Steven B. Pfeiffer, to me known, who being by me duly sworn, did depose and say that he is the Director of the corporation described as Assignor in and which executed the foregoing instrument; that he, as Director of said corporation, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and as the full act and deed of such corporation as such officer.

Sharon Allen Rasheed

Notary Public

My Commission Expires: _____

SHARON ALLEN RASHEED
NOTARY PUBLIC
District of Columbia
My Commission Expires Aug. 14, 2012

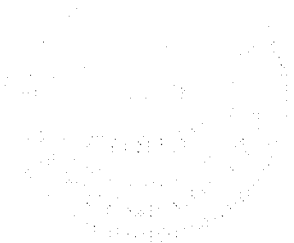


EXHIBIT A

COUNTRY	TRADEMARK NAME	REGISTRANT	STATUS	SERIAL NO.	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE
UNITED STATES	THE KISS	BORGHESE INTERNATIONAL LIMITED	REGISTERED	74/296,645	1,878,194	Jul. 22, 1992	Feb. 7, 1995
UNITED STATES	ACQUA DI VITA "LIVING WATER" COMPLEX	BORGHESE INTERNATIONAL LIMITED	REGISTERED	74/331,994	1,901,403	Nov. 17, 1992	Jun. 27, 1995
UNITED STATES	ACQUA DI VITA	BORGHESE INTERNATIONAL LIMITED	REGISTERED	74/658,383	1,958,858	Mar. 28, 1995	Feb. 27, 1996