

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |                                     |                       |                    |
|--|-------------------------------------|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>  |                                     | NEW ASSIGNMENT        |                    |
| <b>NATURE OF CONVEYANCE:</b>   |                                     | Asset Deal Ageement   |                    |
| <b>CONVEYING PARTY DATA</b>  |                                     |                       |                    |
| <b>Name</b>  | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b> |
| Hucke AG   |                                     | 07/06/2007            | COMPANY: GERMANY   |
| <b>RECEIVING PARTY DATA</b>  |                                     |                       |                    |
| <b>Name:</b>   | Douceur Brands Germany GmbH         |                       |                    |
| <b>Street Address:</b>   | Ravensberger StraBe 41              |                       |                    |
| <b>City:</b>   | Lubbecke                            |                       |                    |
| <b>State/Country:</b>  | GERMANY                             |                       |                    |
| <b>Postal Code:</b>  | 32312                               |                       |                    |
| <b>Entity Type:</b>  | COMPANY: GERMANY                    |                       |                    |
| <b>PROPERTY NUMBERS Total: 1</b>   |                                     |                       |                    |
| <b>Property Type</b>   | <b>Number</b>                       | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>  | 2346471                             | HUCKE                 |                    |
| <b>CORRESPONDENCE DATA</b>   |                                     |                       |                    |
| <b>Fax Number:</b>   | (401)861-1953                       |                       |                    |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                     |                       |                    |
| <b>Phone:</b>  | 401-421-3141                        |                       |                    |
| <b>Email:</b>  | rsalter@saltermichaelson.com        |                       |                    |
| <b>Correspondent Name:</b>   | Robert S. Salter, Esq.              |                       |                    |
| <b>Address Line 1:</b>   | 321 South Main Street               |                       |                    |
| <b>Address Line 2:</b>   | Salter & Michaelson                 |                       |                    |
| <b>Address Line 4:</b>   | Providence, RHODE ISLAND 02903-7128 |                       |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>   |                                     | T002187 HUCKE         |                    |
| <b>DOMESTIC REPRESENTATIVE</b>   |                                     |                       |                    |
| <b>Name:</b>   | Robert S. Salter, Esq.              |                       |                    |
| <b>Address Line 1:</b>   | 321 South Main Street               |                       |                    |
| <b>Address Line 2:</b>   | Salter & Michaelson                 |                       |                    |

CH \$40.00 2346471

**900197345**

**TRADEMARK  
 REEL: 004585 FRAME: 0880**

Address Line 4: Providence, RHODE ISLAND 02903-7128

NAME OF SUBMITTER:

Robert S. Salter

Signature:

/Robert S. Salter/

Date:

07/19/2011

**Total Attachments: 18**

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**ASSET DEAL AGREEMENT**

between

1. **Hucke AG, Ravensberger Straße 41, 32312 Lübbecke**

and

2. **Douceur Brands Germany GmbH**

Number 495 of the deed register for the year 2007

Executed in Herford

on 06 July 2007

In front of me, the undersigned notary

**Heinrich Katenbrink**

with the official residence in Herford  
in the area of the court of appeal Hamm

today appeared:

1. **Attorney, auditor and tax advisor Hans-Peter Burghardt .....**

- not acting for his own but for ..... Hucke AG, Ravensberger Straße 41,  
32312 Lübbecke - in the following „debtor“

in the following also „SELLER“

.....

and

2. ....

- not acting for his own but in his capacity as the managing director of .....  
Douceur Brands Germany GmbH .....

in the following also “DGB” or “PURCHASER”

.....

**B.**

**Sales agreement regarding assets**

**§ 1**

**General object of purchase**

1. The SELLER sells and transfers with this agreement ..... the objects and rights described in the following agreement based on the terms and conditions also described hereafter.
2. The PURCHASER assumes only those obligations described in this agreement.

**§2**

**Intellectual property rights .....**

.....

2. The SELLER herewith sells all trademarks listed in appendix 2 .....to the PURCHASER and transfers those to the PURCHASER.....

.....

8. The agreement is subject to the laws of Germany.

The above deed is read to the persons appeared, approved by them and signed as follows:

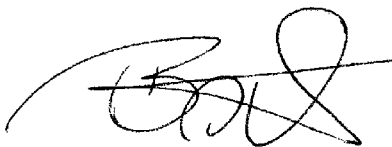
Hans-Peter Burghardt .....

Sanjeev Swamy

Katenbrink, notary

**I, Dr. Boris Börsch, attorney at law, herewith certify, that**

- **the aforementioned English translation is correct**
- **that by the German version of this agreement, the trademarks listed in the appendix have be transferred in accordance with German law from the Seller to the Purchaser**



**BOERSCH**  
 BORIS  
 MONERCO MEYER MANNING & CO  
 Rechtsanwälte  
 DR. CARO DILL  
 Rechtsanwalt - Notar  
 Kadenhusstr. 10 • D-10000 Berlin  
 Tel. (30) 30 20 60 00 0 • Fax (30) 30 20 60 00

Anlage Nr. 2 zu UR-Nr.: 495/2007  
Des Notars Heinrich Kettenbrink, Herford

| Nr. | Bezeichnung | Reg.-Nr. (DPA) | Markenform | Inhaber    | Eingetragener Schutzdauer am | Sonstiger WZ-Schutz |
|-----|-------------|----------------|------------|------------|------------------------------|---------------------|
| 1.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]                   | [REDACTED]          |
| 2.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]                   | [REDACTED]          |
| 3.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]                   | [REDACTED]          |
| 4.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]                   | [REDACTED]          |
| 5.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]                   | [REDACTED]          |
| 6.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]                   | [REDACTED]          |
| 7.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]                   | [REDACTED]          |
| 8.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]                   | [REDACTED]          |
| 9.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]                   | [REDACTED]          |
| 10. | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]                   | [REDACTED]          |

*fuhr*

Aufhebung aller Marken der Hücke AG  
mit Ausnahme der Marken Venice Beach











Anlage 2

Kopie

UNTERNEHMENSKAUFVERTRAG  
(ASSET DEAL)

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zwischen der

HUCKE AG i. I.

und der

Douceur Brands Germany GmbH

TRADEMARK

REEL: 004585 FRAME: 0890

Nr. 495 der Urkundenrolle für das Jahr 2007

Verhandelt zu Herford  
am 06. Juli 2007

Vor mir, dem unterzeichneten Notar

Heinrich Katenbrink

mit dem Amtssitz in Herford  
im Bezirk des Oberlandesgerichtes Hamm

erscheinen heute:

1. Herr Rechtsanwalt, Wirtschaftsprüfer und Steuerberater Hans-Peter Burghardt, [REDACTED]

- dieser nicht handelnd für sich selbst, sondern in seiner Eigenschaft als [REDACTED] Hueke AG, Ravensberger Straße 41, 32312 Lübbecke - diese nachfolgend auch „Schuldnerin“ genannt -

- nachfolgend auch „Verkäuferin“ genannt -

[REDACTED]

und

2. [REDACTED]

- dieser nicht handelnd für sich selbst, sondern in seiner Eigenschaft als

a) einzelvertretungsberechtigter Geschäftsführer der [REDACTED] Douceur Brands Germany GmbH [REDACTED]

- nachfolgend auch „DBG“ oder „Käuferin“ genannt -

[REDACTED]

- 7 -

**B.**  
**Kaufvertrag über Wirtschaftsgüter**

**§ 1**  
**Allgemeiner Kaufgegenstand**

1. Die Verkäuferin verkauft und überträgt mit diesem Vertrag ~~die in den nachstehenden Vereinbarungen beschriebenen Gegenstände und Rechte zu ebenfalls nachstehend dargestellten Konditionen.~~ ~~die in den nachstehenden Vereinbarungen beschriebenen Gegenstände und Rechte zu ebenfalls nachstehend dargestellten Konditionen.~~
2. Die Käuferin übernimmt ausschließlich die in diesem Vertrag aufgeführten Verpflichtungen.

7



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~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

8. Dieser Vertrag unterliegt dem Recht der Bundesrepublik Deutschland.

Vorstehende Niederschrift wurde den Erschienenen vorgelesen, von ihnen genehmigt und  
eigenhändig wie folgt unterschrieben:

gez. Hans-Peter Burghardt  
~~\_\_\_\_\_~~

gez. Sanjeev Swamy  
gez. Katenbrink, Notar

Anlage Nr. 2 zu UR-Nr.: 495/2007  
Des Notars Heinrich Katenbrink, Herford

| Nr. | Bezeichnung | Reg.-Nr. (DPA) | Markenform | Inhaber    | Eingetragen am | Schutzdauer bis | sonstiger WZ-Schutz |
|-----|-------------|----------------|------------|------------|----------------|-----------------|---------------------|
| 1.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]     | [REDACTED]      | [REDACTED]          |
| 2.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]     | [REDACTED]      | [REDACTED]          |
| 3.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]     | [REDACTED]      | [REDACTED]          |
| 4.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]     | [REDACTED]      | [REDACTED]          |
| 5.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]     | [REDACTED]      | [REDACTED]          |
| 6.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]     | [REDACTED]      | [REDACTED]          |
| 7.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]     | [REDACTED]      | [REDACTED]          |
| 8.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]     | [REDACTED]      | [REDACTED]          |
| 9.  | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]     | [REDACTED]      | [REDACTED]          |
| 10. | [REDACTED]  | [REDACTED]     | [REDACTED] | [REDACTED] | [REDACTED]     | [REDACTED]      | [REDACTED]          |

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Mit Ausnahme aller Marken der Hücke AG  
Mit Ausnahme der Marken Venice Beach











*Handwritten signature or initials*