

## 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               |
| Russell Levine  |  | 02/10/2012            | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA  |  |                       |                           |
| Name:   | Glitterbug Cosmetics, Inc.                   |                       |                           |
| Street Address:   | 12375 WORLD TRADE DRIVE                      |                       |                           |
| City:   | San Diego                                    |                       |                           |
| State/Country:  | CALIFORNIA                                   |                       |                           |
| Postal Code:  | 92128  |                       |                           |
| Entity Type:  | CORPORATION: NEVADA                          |                       |                           |
| PROPERTY NUMBERS Total: 1   |  |                       |                           |
| Property Type   | Number                                       | Word Mark             |                           |
| Registration Number:  | 4016384                                      | GLITTER BUG COSMETICS |                           |
| CORRESPONDENCE DATA   |  |                       |                           |
| Fax Number:   | (619)702-4666                                |                       |                           |
| Phone:  | 6197025300                                   |                       |                           |
| Email:  | pmirowski@mirlaw.com                         |                       |                           |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |                           |
| Correspondent Name:   | Paul J. Mirowski                             |                       |                           |
| Address Line 1:   | 757 West Ivy Street                          |                       |                           |
| Address Line 4:   | San Diego, CALIFORNIA 92101                  |                       |                           |
| NAME OF SUBMITTER:  | Russell Levine, President                    |                       |                           |
| Signature:  | /russell levine/                             |                       |                           |
| Date:   | 02/13/2012                                   |                       |                           |
| Total Attachments: 1<br>source=TM Assignment 2#page1.tif  |  |                       |                           |

OP \$40.00 4016384

**TRADEMARK ASSIGNMENT**

**TRADEMARK WORDS: GLITTER BUG COSMETICS**  
**USPTO SERIAL NUMBER: Ser # 77799983 CLASS: 03**

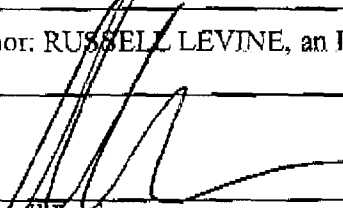
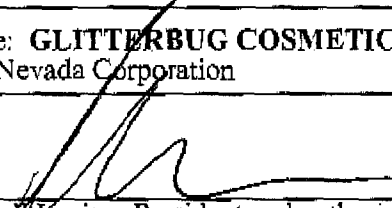
This Trademark Assignment agreement (the "Agreement") is made by and between **RUSSELL LEVINE**, an individual and United States Citizen, (the former owner called the "Assignor" herein) and **GLITTERBUG COSMETICS INC.**, (A Nevada Corporation), (the new owner called the "Assignee" herein) with regard to the above described Trademark (the "Trademark").

**A. Assignment of Trademark.** For good and valuable consideration, the receipt of which is hereby acknowledged herein, the Assignor herein does hereby irrevocably transfer and assign to Assignee, in perpetuity and without reservation, any and all rights, title and/or interests, that the Assignor has, or may ever come to have throughout the world, in and to said Trademark. Without limitation, this assignment includes the rights to any registrations thereof, throughout the world and all the value, goodwill and other rights that may be associated therewith.

**B. Warranty.** The Assignor hereby warrants that (1) The Assignor has not previously assigned nor granted, to any third party, any right or interest in the Trademark and (2) To the knowledge of the Assignor, no third party has claimed any right or interest in said Trademark.

**C. General Terms.** This Agreement and any modifications hereto shall be binding upon the heirs, assigns, and/or successors in interest to the parties hereto. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force. This Agreement shall be governed and interpreted by the laws of the State of California. Should any controversy or claim between these parties arise out of or relate to this Agreement, (1) It will be settled by arbitration in accordance with the rules of the American Arbitration Association, and any judgment rendered by the arbitrator(s) may be entered in any court having jurisdiction and (2) The prevailing party shall be entitled to recover its actual attorney's fees, costs and expenses with regard to any action, mediation, arbitration or proceeding commenced as a result thereof. The proper jurisdiction and sole venue for any dispute arising out of this contract shall be the central district of San Diego, California. This agreement supersedes any and all agreements, either oral or written, between the parties hereto. This instrument contains the entire agreement of the parties hereto.

Dated: 2/13/12

|   |   |
|---|---|
| Assignor: <b>RUSSELL LEVINE</b> , an Individual   | Assignee: <b>GLITTERBUG COSMETICS INC.</b> , a Nevada Corporation   |
| By: <br>Russell Levine | By: <br>Russell Levine, President and authorized representative |