

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Split, Inc.		06/21/2012	CORPORATION: CALIFORNIA
Rays Apparel, Inc.		06/21/2012	CORPORATION: CALIFORNIA
Raystar Investments, Ltd.		06/21/2012	Limited Corporation: BRITISH VIRGIN ISLANDS

RECEIVING PARTY DATA

Name:	R & S Holdings Limited
Also Known As:	R & S Holdings
Street Address:	350 E. Paularino
City:	Costa Mesa
State/Country:	CALIFORNIA
Postal Code:	92626
Entity Type:	CORPORATION: BRITISH VIRGIN ISLANDS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2861834	SPLIT

CORRESPONDENCE DATA

Fax Number: 8322172993
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 7135283100
 Email: rsmith@jonessmith.net
 Correspondent Name: E Randall Smith
 Address Line 1: 2777 Allen Parkway, Suite 1000
 Address Line 4: Houston, TEXAS 77019

ATTORNEY DOCKET NUMBER: 4012.003A

TRADEMARK

OP \$40.00 2861834

NAME OF SUBMITTER:	E Randall Smith
Signature:	/ers/
Date:	07/27/2012
Total Attachments: 4 source=Executed Nunc Pro Tunc Trademark Assignment#page1.tif source=Executed Nunc Pro Tunc Trademark Assignment#page2.tif source=Executed Nunc Pro Tunc Trademark Assignment#page3.tif source=Executed Nunc Pro Tunc Trademark Assignment#page4.tif	

Nunc Pro Tunc Trademark Assignment

WHEREAS Split, Inc., a California corporation (hereafter called "**Split**"); Raystar Investments, Ltd., a British Virgin Islands limited corporation (hereafter called "**Raystar**"); Rays Apparel, Inc., a California corporation (hereafter called "**Rays**" and together with Split and Raystar collectively called "**Assignor**") have each adopted, owned and used some of the trademarks and logos identified on Exhibit A, attached hereto and incorporated by this reference, and each owned some of said listed trademark applications/registrations and the common law rights in and to the corresponding trademarks therefore, all collectively referred to herein as the "**Trademarks**".

WHEREAS, Assignor, and each of Split, Raystar and Rays, transferred all of its rights, title and interest in and relating to the Trademarks to R & S Holdings Limited, a British Virgin Islands limited corporation (hereafter called "**Assignee**"), and Assignee wished to receive such transfer;

WHEREAS the Parties desire to memorialize the assignment of the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the applications and registrations, all common law rights relating thereto, and all rights to recover for past infringement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell and assign unto Assignee nunc pro tunc as of July 1, 2006, all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the applications and registrations therefore, all common law rights relating thereto, and all rights to recover for past infringement.

AGREED TO AND ACCEPTED BY SPLIT:

By: _____
Split, Inc.

AGREED TO AND ACCEPTED BY RAYSTAR:

By: _____
Raystar Investments Ltd. ✓

AGREED TO AND ACCEPTED BY RAYS:

By: _____
Rays Apparel, Inc.

AGREED TO AND ACCEPTED BY THE ASSIGNEE:

By: _____
R & S Holdings
Limited ✓

Nunc Pro Tunc Trademark Assignment

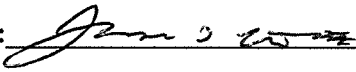
WHEREAS Split, Inc., a California corporation (hereafter called "**Split**"); Raystar Investments, Ltd., a British Virgin Islands limited corporation (hereafter called "**Raystar**"); Rays Apparel, Inc., a California corporation (hereafter called "**Rays**" and together with Split and Raystar collectively called "**Assignor**") have each adopted, owned and used some of the trademarks and logos identified on Exhibit A, attached hereto and incorporated by this reference, and each owned some of saidlisted trademark applications/registrations and the common law rights in and to the corresponding trademarks therefore, all collectively referred to herein as the "**Trademarks**".

WHEREAS, Assignor, and each of Split, Raystar and Rays, transferred all of its rights, title and interest in and relating to the Trademarks to R & S Holdings Limited, a British Virgin Islands limited corporation (hereafter called "**Assignee**"), and Assignee wished to receive such transfer;

WHEREAS the Parties desire to memorialize the assignment of the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the applications and registrations, all common law rights relating thereto, and all rights to recover for past infringement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell and assign unto Assignee nunc pro tunc as of July 1, 2006, all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the applications and registrations therefore, all common law rights relating thereto, and all rights to recover for past infringement.

AGREED TO AND ACCEPTED BY SPLIT:

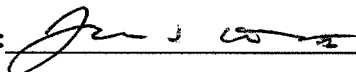
By:  Split, Inc.

SEE ATTACHED
Notarial Certificate

AGREED TO AND ACCEPTED BY RAYSTAR:

By: _____
Raystar Investments Ltd.

AGREED TO AND ACCEPTED BY RAYS:

By:  Rays Apparel, Inc.

SEE ATTACHED
Notarial Certificate

AGREED TO AND ACCEPTED BY THE ASSIGNEE:

By: _____
R & S Holdings
Limited

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

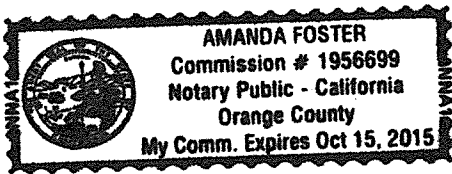
State of California

County of Orange }

On 6/21/12 before me, Amanda Foster, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James D. Stark III
Name(s) of Signer(s)

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: Amanda Foster
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: None Pro Tune Assignment

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

EXHIBIT A

TRADEMARKS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPLN/ REG. NUMBER</u>
USA	SPLIT & Design	2861834
AUSTRALIA	DESIGN ONLY	574125
CHINA	SPLIT	739316
EU	SPLIT	1153816
JAPAN	SPLIT & Device	34420/1999
SOUTH KOREA	SPLIT & Device	93030489