

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
Castle Hill Apparel, Inc.		08/01/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Fashion Lab LA, Inc.		
Street Address:	737 Huntley Drive		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90023		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74405228	Y.M.L.A.	
Registration Number:	1890587	Y.M.L.A.	
CORRESPONDENCE DATA			
Fax Number:	(305)892-6748		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	305-892-6744		
Email:	XHeller8@aol.com		
Correspondent Name:	Steven Heller		
Address Line 1:	11900 Biscayne Blvd		
Address Line 2:	suite 620		
Address Line 4:	Miami, FLORIDA 33181		
NAME OF SUBMITTER:	steven heller		
Signature:	/steven heller/		
Date:	02/10/2007		

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Total Attachments: 1
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EXHIBIT A

ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK, made and dated as of August 1, 2006, (this "Assignment") as follows:

WHEREAS, Castle Hill Apparel, Inc., a New York corporation having its offices at 1400 Broadway New York, New York 10018 (the "Assignor") has certain rights in those trademarks set forth in Schedule A (the "Trademarks"), annexed hereto, and

WHEREAS, FashionLabLA, Inc., a California corporation having its offices at 737 Huntley Drive, West Hollywood, California 90023 (the "Assignee"), as assignee, is desirous of acquiring all of Assignor's rights, registrations and applications relating to the Trademarks, and the goodwill associated therewith;

NOW, THEREFORE, for the sum of Ten (\$10.00) Dollars and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged,

ASSIGNOR does hereby assign, transfer and set over unto ASSIGNEE all of its right, title and interest in and to the Trademarks, together with all goodwill and business associated with said Trademarks and appurtenant thereto, and all causes of action and claim for damages therefor, as well as the right to sue for past and present infringement thereof.

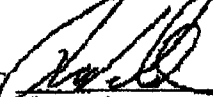
TO HAVE AND TO HOLD the same unto said Assignee, its successors and assigns forever.

ASSIGNEE hereby acknowledges and agrees that the assignment, transfer and conveyance by the Assignor to the Assignee of all of the Assignor's right, title and interest in the trademarks hereunder is made without recourse to Assignor, is made "as is" and "where is" and without any representation or warranties, whether expressed or implied, by the Assignor of any kind, nature or description whatsoever including without limitation any warranties or representations of merchantability.

IN WITNESS WHEREOF, the Assignor and Assignee have signed this Assignment as of the date first above written.

ASSIGNOR:

CASTLE HILL APPAREL, INC.

By: 
Name: Richard H. Feldman
Title: Exec VP