

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Macoode Limited Liability Company		01/01/2007	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Masudonna LLC		
<b>Street Address:</b>	30 Thompson Road		
<b>City:</b>	Bradford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06405		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2793571	DR DONNA RICCO	
Registration Number:	1622649	DONNA RICCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)646-8646		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-646-8000		
<b>Email:</b>	dwtrademarks@wolfgreenfield.com		
<b>Correspondent Name:</b>	David Wolf		
<b>Address Line 1:</b>	600 Atlantic Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	F0622.20027US00		
<b>NAME OF SUBMITTER:</b>	David Wolf		
<b>Signature:</b>	/dw/		

**CH \$65.00 2793571**

Date:

03/13/2009

**Total Attachments: 4**

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EXHIBIT A

ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK, made and dated as of January 1, 2007, (this "Assignment") as follows:

WHEREAS, MACOODE LIMITED LIABILITY COMPANY ("Seller"), a New York limited liability company with an address at 133 East 64<sup>th</sup> Street, Suite 3A, New York, New York 10021 (the "Assignor") Assignor is the owner of the entire right, title and interest in and to the trademarks Donna Ricco<sup>®</sup>, including derivations thereof, including but not limited to the trademark registrations and applications in the United States of America set forth in Schedule A hereto and incorporated herein by reference (the "US Trademarks"), and the trademark registrations and applications in nations and jurisdictions outside of the United States of America set forth in Schedule B hereto and incorporated herein by reference (the "Foreign Trademarks"), together with the business relating to the said US Trademarks and Foreign Trademarks (collectively, the "Marks"), and the goodwill associated therewith, and the Assignor has statutory and common law rights in the Marks; and

WHEREAS, Masudonna LLC, a New York limited liability company with an office at 30 Thompson Road, Branford, Connecticut 06405 (the "Assignee"), as assignee, is desirous of acquiring all of Assignor's said rights, registrations and applications to the Marks set forth in Schedule A and Schedule B hereto, 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 sell, assign, transfer and set over unto Assignee all of its right, title and interest in and to the Marks worldwide, including but not limited to any renewal rights thereto and any registrations therefor, together with all goodwill and business symbolized by said Marks 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, free and clear of all liens and encumbrances, worldwide, to Assignee for Assignee's use and enjoyment, and for the use and enjoyment of its successors, and assigns, as fully and completely as the same would have been held by Assignor if this assignment had not been made, and any and all causes of action arising under the rights assigned under this Assignment that may have arisen prior to the date this Assignment was executed.

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

1. Assignor hereby authorizes and requests any and all officials throughout the world whose duty it is to register and record ownership in the Trademarks, including the United States Patent and Trademark Office, to record Assignee as the Assignee and owner of any and all of Assignor's rights in the Trademarks.

2. This Assignment may not be waived, changed or terminated or modified without the written and signed consent of both Assignor and Assignee.

3. In the event of any conflict between this Agreement and the Trademark Purchase Agreement by and between the parties, the provisions of the said Trademark Purchase Agreement shall control. This Assignment and the Trademark Purchase Agreement contain the complete and exclusive understanding between the parties relating to its subject.

4. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

ASSIGNOR:

MACOODE LIMITED LIABILITY COMPANY

By: 

Name:

Title:

ASSIGNEE:

MASUDONNA LLC

By: 

Name:

Title:

SCHEDULE A  
TO TRADEMARK ASSIGNMENT

US TRADEMARKS

Serial Number	Reg. Number	Word Mark	Live/Dead
1.76192117	2793571	DR DONNA RICCO	LIVE
2.74013472	1622649	DONNA RICCO	LIVE

SCHEDULE B  
TO TRADEMARK ASSIGNMENT

FOREIGN TRADEMARKS

Foreign Country	Foreign Reference	Registration Number	Mark	Status
1- Canada	T11832CA0	TMA478,274	Donna Ricco	Registered
2 Japan	2782/0005	4087543	Donna Ricco	Registered