

**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>
Gotcha International L.P.		01/01/2006	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PEI Licensing, Inc.		
<b>Street Address:</b>	3000 NW 107th Avenue		
<b>Internal Address:</b>	Legal Dept.		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33172		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1802821	M-C-D MORE CORE DIVISION	
<b>Registration Number:</b>	1780394	M C D	
<b>Registration Number:</b>	1754536	MORE CORE DIVISION	
<b>Registration Number:</b>	1750798	MCD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(917)546-5432		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-536-5432		
<b>Email:</b>	Geri.Mankoff@perly.com		
<b>Correspondent Name:</b>	Geri Lynn Mankoff-Elias		
<b>Address Line 1:</b>	3000 NW 107th Avenue		
<b>Address Line 2:</b>	Legal Dept.		
<b>Address Line 4:</b>	Miami, FLORIDA 33172		
<b>ATTORNEY DOCKET NUMBER:</b>	ASSIGMENTS	<b>TRADEMARK</b>	

CH \$1115.00 1802821

**900161721**

**REEL: 004201 FRAME: 0933**

NAME OF SUBMITTER:	Chinyere Ndukwe
Signature:	/Chinyere Ndukwe/
Date:	05/10/2010
<p>Total Attachments: 9 source=US0379_001#page1.tif source=US0379_001#page2.tif source=US0379_001#page3.tif source=US0379_001#page4.tif source=US0379_001#page5.tif source=US0379_001#page6.tif source=US0379_001#page7.tif source=US0379_001#page8.tif source=US0379_001#page9.tif</p>	

③

UNITED STATES AND CANADAINTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective the 1st day of January, 2006, is made and entered into by and between Gotcha International, L.P., a Delaware Limited Partnership and Gotcha Sportswear, Inc., having a place of business at 1151 Dove Street, Suite 140, Newport Beach, California 92660; 17871 Von Karman, Irvine, California 92713; 3030 Airway Avenue, Costa Mesa, California 92626; and 2030 Main Street, Suite 1250, Irvine, California 92614 and Gotcha Brands, Inc., a California corporation having offices at 2030 Main Street, Suite 1250, Irvine, California 92614 on the one hand and (collectively "Assignor"), and PEI Licensing, Inc., a Delaware corporation having a place of business at 3000 N.W. 107<sup>th</sup> Avenue, Miami, Florida 33172 ("Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of each of (i) the patents and patent applications set forth on Schedule A hereto (the "Patents"); (ii) the copyrights, copyright registrations and copyright applications set forth on Schedule B hereto (the "Copyrights"); and (iii) the trademarks (including those which may be entitled to be registered in additional territories), trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule C hereto, (the "Trademarks"), and any and all copyright subsisting in the subject matter of the Trademarks, including any design or word components (i)-(iii), collectively, the "Purchased Intellectual Property");

WHEREAS, Assignor is the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule D hereto and the domain name registrations therefor (the "Domain Names");

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of November 18, 2005 (the "Purchase Agreement"), pursuant to which Assignee agreed to purchase the Purchased Assets from Assignor, including all of Assignor's right, title and interest in and to the Purchased Intellectual Property and the Domain Names and all goodwill symbolized thereby and associated therewith; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby assigns to Assignee:

- (a) all of Assignor's right, title and interest in and to the Purchased Intellectual Property and the Domain Names, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof ("Transferred Rights"); and
- (b) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Closing, including the right to receive all proceeds and damages therefrom;
- (c) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights; and
- (d) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor hereby covenants that it is the sole owner of the Transferred Rights, free and clear of any and all liens, security interests, claims or other encumbrances of any kind, that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute, any agreements inconsistent herewith. In particular, Assignor covenants that the Purchased Intellectual Property and Domain Names do not infringe upon any common law or statutory rights, that no material contained in the Purchased Intellectual Property or Domain Names is libelous or violates the right of privacy of any person, and that the full exercise of the Transferred Rights by the Assignee pursuant to this assignment will not violate the rights, including any moral rights, of any person, firm or corporation.

3. Assignor will indemnify and hold harmless Assignee and its respective successors, licensees and assigns against all judgments, liabilities, damages, losses and expense (including reasonable legal fees) which may be incurred or sustained by them by reason of any breach or failure of any foregoing covenant or agreement.

4. Registrant Name Change Agreement. Within five (5) days following Closing, Assignor shall (i) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name (the "Registering Authority") to transfer such Domain Name to Assignee on an expedited basis, (ii) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority, and (iii) take any

further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Domain Names to Assignee on an expedited basis.

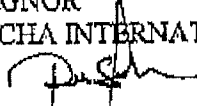
5. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Purchased Intellectual Property and the Domain Names, and shall not enter into any agreement in conflict with this Assignment.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflicts of law rules of such state.

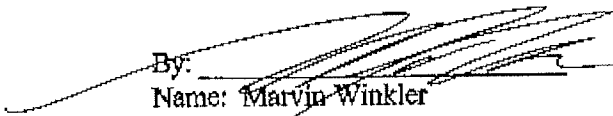
7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

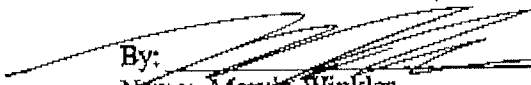
ASSIGNOR  
GOTCHA INTERNATIONAL, L.P.

By:   
Name: Donald S. Grier  
Title: President

ASSIGNOR  
GOTCHA BRANDS, INC.

By:   
Name: Marvin Winkler  
Title: President

ASSIGNOR  
GOTCHA SPORTSWEAR, INC.

By:   
Name: Marvin Winkler  
Title: President

PEI LICENSING, INC.

By: \_\_\_\_\_  
Name:  
Title:

further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Domain Names to Assignee on an expedited basis.

5. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Purchased Intellectual Property and the Domain Names, and shall not enter into any agreement in conflict with this Assignment.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflicts of law rules of such state.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR  
GOTCHA INTERNATIONAL, L.P.

By: \_\_\_\_\_  
Name: Donald S. Grier  
Title: President

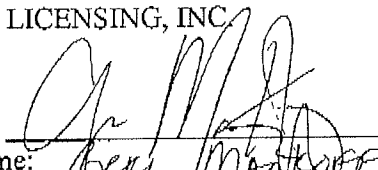
ASSIGNOR  
GOTCHA BRANDS, INC.

By: \_\_\_\_\_  
Name: Marvin Winkler  
Title: President

ASSIGNOR  
GOTCHA SPORTSWEAR, INC.

By: \_\_\_\_\_  
Name: Marvin Winkler  
Title: President

PEI LICENSING, INC

By:   
Name: Gen Markoff  
Title: SECRETARY

SCHEDULE A - PATENTS

<u>Country</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
NONE				

{M1467602\_1}4

SCHEDULE B - COPYRIGHTS

NONE

{M1467602\_1}5



SCHEDULE C - TRADEMARKS

COUNTRY	:	CANADA
TRADEMARK	:	MCD (DESIGN)
APPLICATION NUMBER	:	676725
FILING DATE	:	FEBRUARY 27, 1991
REGISTRATION NUMBER	:	440721
REGISTRATION DATE	:	MARCH 24, 1995
RENEWAL DATE	:	MARCH 24, 2010
INTERNATIONAL CLASSES	:	N/A
<hr/>		
COUNTRY	:	CANADA
TRADEMARK	:	MORE CORE DIVISION
APPLICATION NUMBER	:	676723
FILING DATE	:	FEBRUARY 27, 1991
REGISTRATION NUMBER	:	436709
REGISTRATION DATE	:	DECEMBER 9, 1994
RENEWAL DATE	:	DECEMBER 9, 2009
INTERNATIONAL CLASSES	:	N/A
<hr/>		
COUNTRY	:	CANADA
TRADEMARK	:	MORE CORE DIVISION (DESIGN)
APPLICATION NUMBER	:	676720
FILING DATE	:	FEBRUARY 27, 1991
REGISTRATION NUMBER	:	470636
REGISTRATION DATE	:	FEBRUARY 6, 1997
RENEWAL DATE	:	FEBRUARY 6, 2012
INTERNATIONAL CLASSES	:	N/A
<hr/>		
COUNTRY	:	UNITED STATES
TRADEMARK	:	MORE CORE DIVISION (DESIGN) ✓
APPLICATION NUMBER	:	74/801356
FILING DATE	:	AUGUST 27, 1990
REGISTRATION NUMBER	:	1802821
REGISTRATION DATE	:	NOVEMBER 2, 1993
RENEWAL DATE	:	NOVEMBER 2, 2013
INTERNATIONAL CLASS	:	25
<hr/>		
COUNTRY	:	UNITED STATES
TRADEMARK	:	MORE CORE DIVISION ✓
APPLICATION NUMBER	:	74/091621
FILING DATE	:	AUGUST 27, 1990
REGISTRATION NUMBER	:	1754536
REGISTRATION DATE	:	FEBRUARY 23, 1993
RENEWAL DATE	:	FEBRUARY 23, 2013
INTERNATIONAL CLASS	:	25
<hr/>		
COUNTRY	:	UNITED STATES
TRADEMARK	:	MCD (DESIGN)
APPLICATION NUMBER	:	74/091620
FILING DATE	:	AUGUST 27, 1990 ✓
REGISTRATION NUMBER	:	1750798
REGISTRATION DATE	:	FEBRUARY 2, 1993
SECTION 8 & 15	:	ACCEPTED: MARCH 31, 2003
RENEWAL DATE	:	FEBRUARY 2, 2013
INTERNATIONAL CLASS	:	25
<hr/>		
COUNTRY	:	UNITED STATES
TRADEMARK	:	MCD (DESIGN) ✓
APPLICATION NUMBER	:	74/328216

{M1467602\_1}6

FILING DATE : NOVEMBER 4, 1992  
REGISTRATION NUMBER : 1780394  
REGISTRATION DATE : JULY 6, 1993  
SECTION 8 & 15 : ACCEPTED: AUGUST 20, 1999  
RENEWAL DATE : JULY 6, 2013  
INTERNATIONAL CLASS : 25  
RECORD UPDATED : SEPTEMBER 22, 2003

---

{M1467602\_1}7

SCHEDULE D - DOMAIN NAMES

Domain Name

Registering Authority

NONE

{M1467602\_1}8