

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GOLDEN DOOR LICENSOR L.L.C.		12/19/2012	LIMITED LIABILITY COMPANY: DELAWARE
WIND INTERNATIONAL L.L.C.		12/19/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	GOLDEN DOOR PROPERTIES, LLC
<b>Street Address:</b>	777 Deer Springs Road
<b>City:</b>	San Marcos
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92069
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	3580024	GOLDEN DOOR
Registration Number:	0943405	GOLDEN DOOR
Registration Number:	0958717	GOLDEN DOOR
Registration Number:	1024121	GOLDEN DOOR
Registration Number:	1065457	
Registration Number:	1192934	GOLDEN DOOR
Registration Number:	1592438	GOLDEN DOOR
Registration Number:	2237279	IMBUE
Registration Number:	2307735	GOLDENDOOR.COM
Registration Number:	2567948	GOLDEN DOOR SPA
Registration Number:	2820233	GOLDEN DOOR
Registration Number:	3225411	GOLDEN DOOR SIGNATURE COLLECTION

OP \$490.00 3580024

Registration Number:	4059789	GOLDEN DOOR
Registration Number:	3364771	
Registration Number:	0903838	ROSEMOUNT
Registration Number:	1362836	CRISIS CREAM II
Registration Number:	1620733	CONFIDANTE COLLECTION
Registration Number:	1828742	RUNABOUT
Registration Number:	1843408	WALKABOUT

**CORRESPONDENCE DATA**

Fax Number: 7147558290

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke

Address Line 1: 650 Town Center Dr, 20th floor

Address Line 2: (025388-0009)

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: (025388-0009)

NAME OF SUBMITTER: Adam Kummins

Signature: /Adam Kummins/

Date: 04/26/2013

**Total Attachments: 11**

source=Trademark Assignment#page1.tif  
source=Trademark Assignment#page2.tif  
source=Trademark Assignment#page3.tif  
source=Trademark Assignment#page4.tif  
source=Trademark Assignment#page5.tif  
source=Trademark Assignment#page6.tif  
source=Trademark Assignment#page7.tif  
source=Trademark Assignment#page8.tif  
source=Trademark Assignment#page9.tif  
source=Trademark Assignment#page10.tif  
source=Trademark Assignment#page11.tif

## TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT made as of this 19th day of December, 2012 (this "Assignment") between GOLDEN DOOR LICENSOR L.L.C., a Delaware limited liability company, and WIND INTERNATIONAL L.L.C., a Delaware limited liability company (collectively, "Assignor"), and GOLDEN DOOR PROPERTIES, LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor desires to assign to Assignee and Assignee wishes to acquire from Assignor, all of Assignor's rights, title and interest in and to the trademarks "Golden Door Spa" and related marks throughout the United States and the world, including but not limited to those set forth on Schedule 1 attached hereto (the "Marks");

**NOW THEREFORE**, in consideration of the foregoing recitals and the promises and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In consideration of Ten (\$10.00) Dollars in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee, all of Assignor's right, title, and interest in and to the Marks.

2. Assignor hereby sells, assigns, and transfers to Assignee, and Assignee hereby accepts the transfer of all of Assignor's right, title and interest in and to the (a) the Marks; (b) all the good will associated with and symbolized by the Marks and any intellectual property appurtenant thereto, inclusive of the related Domain Names referenced in Schedule 2 attached hereto; (c) any common law rights to the Marks; (d) all income, royalties, and payments hereafter due or payable, if any, to Assignor with respect to the Marks, and the right to sue and recover for the foregoing; and (e) all rights to sue and recover damages for past, present or future infringement of the foregoing commencing upon execution of this Assignment.

3. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above Assignment, including any actions or documents required by the United States Patent and Trademark Office or other authority to document the assignment herein or as may be necessary to protect, secure and vest good, valid and marketable title to Assignee.

4. Assignor authorizes the United States Patent and Trademark Office to record the Marks as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.

5. This Assignment is subject to any and all licenses or other rights that may have been granted by Assignor or its predecessors in interest with respect to the Marks prior to the date hereof. Assignee, its successors and assigns, shall hold the rights to the Marks for and during the existence of the term and life of the Marks, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

6. Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its

obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Agreement. The Marks assigned herein are hereby assigned solely on an "as is" basis.

7. This Assignment is made without representation or warranty.

8. This Assignment may not be amended, modified or terminated except by an instrument, in writing, executed by the parties hereto.

9. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

10. This Assignment shall be construed under, and governed in accordance with, the laws of the State of California.

11. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instruments and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

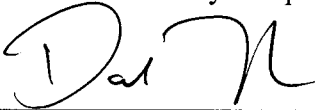
12. If any provision of this Agreement is declared null and void, such provision shall be considered separate and apart from the remainder of this Agreement which shall remain in full force and effect.

*(Signature page follows.)*


IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR

GOLDEN DOOR LICENSOR L.L.C.,  
a Delaware limited liability company

By:   
Name: DAVID Z. HIRSH  
Title: VICE PRESIDENT

WIND INTERNATIONAL L.L.C.,  
a Delaware limited liability company

By:   
Name: DAVID Z. HIRSH  
Title: VICE PRESIDENT

ASSIGNEE

GOLDEN DOOR PROPERTIES, LLC,  
a Delaware limited liability company

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

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR

GOLDEN DOOR LICENSOR L.L.C.,  
a Delaware limited liability company

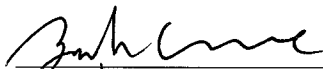
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WIND INTERNATIONAL, INC.,  
a Delaware limited liability company

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




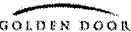

ASSIGNEE

GOLDEN DOOR PROPERTIES, LLC,  
a Delaware limited liability company

By:   
Name: Zachary Crowe  
Title: Authorized person


## SCHEDULE 1

### U.S. Trademarks:

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
	3	77158404 17-APR-2007	3364771 08-JAN-2008
	41, 42	73073053 29-DEC-1975	1065457 10-MAY-1977
CRISIS CREAM II	3	73529520 29-MAR-1985	1362836 1-OCT-1985
 GOLDEN DOOR	3	73232040 19-SEP-1979	1192934 06-APR-1982
GOLDEN DOOR	3	85296660 15-APR-2011	4059789 22-NOV-2011
GOLDEN DOOR	9	76300098 14-AUG-2001	2820233 02-MAR-2004
GOLDEN DOOR	9, 14, 25	73030038 20-AUG-1974	1024121 04-NOV-1975
GOLDEN DOOR	41	73813530 19-JUL-1989	1592438 17-APR-1990
GOLDEN DOOR	42	72386374 25-FEB-1971	0958717 08-MAY-1973
GOLDEN DOOR	42	72390491 28-APR-1971	0943405 19-SEP-1972
 GOLDEN DOOR	43, 44	77524367 17-JUL-2008	3580024 24-FEB-2009
	3	76592094 13-MAY-2004	3225411 03-APR-2007
GOLDEN DOOR SPA	41, 42	75778112 17-AUG-1999	2567948 07-MAY-2002
GOLDENDOOR.COM	42	75256253 12-MAR-1997	2307735 11-JAN-2000
IMBUE	3	75208380 03-DEC-1996	2237279 06-APR-1999

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
RUNABOUT	3	74283871 11-JUN-1992	1828742 29-MAR-1994
WALKABOUT	3	74283869 11-JUN-1992	1843408 5-JUL-1994

**State Trademarks:**


State	Mark	Registration No. Registration Date
California		64867 26-AUG-2008
Louisiana	GOLDEN DOOR	599227 05-DEC-2007
New Mexico	GOLDEN DOOR	TK07110601 <sup>1</sup> 06-NOV-2007
North Dakota	GOLDEN DOOR	12438 31-OCT-1977
Pennsylvania	GOLDEN DOOR	476 2-FEB-1978
Tennessee	GOLDEN DOOR	704 0071 01-NOV-1977
Utah	GOLDEN DOOR	2522498 02-NOV-1995

<sup>1</sup> Previous Registration No. 11950.




**Foreign Trademarks:**

Country	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Argentina	GOLDEN DOOR	3	2352228 10-SEP-2001	1902782 29-NOV-2002
Argentina	GOLDEN DOOR	41	2352229 10-SEP-2001	1901992 28-NOV-2002
Argentina	GOLDEN DOOR	42	2352230 10-SEP-2001	1901993 28-NOV-2002
Australia	GOLDEN DOOR	41	598207 17-MAR-1993	598207 17-MAR-1993
Australia	GOLDEN DOOR	41, 42	708625 15-MAY-1996	708625 15-MAY-1996
Brazil	GOLDEN DOOR	41	824033914 13-SEP-2001	824033914 27-NOV-2007
Brazil	GOLDEN DOOR	42	824033906 13-SEP-2001	824033906 16-DEC-2008
Brazil	GOLDEN DOOR	42	824033922 13-SEP-2001	824033922 11-SEP-2007
Brazil	GOLDEN DOOR	3	824269047 11-JAN-2002	824269047 03-MAR-2009
Brazil	GOLDEN DOOR	3	830178473 06-FEB-2009	830178473 27-SEP-2011
Canada	GOLDEN DOOR	42	046291800 15-DEC-1980	TMA265420 24-DEC-1981
Canada	GOLDEN DOOR SPA LIFE	38, 42	109425400 27-FEB-2001	TMA586164 30-JUL-2003
China	GOLDEN DOOR	3	1692344 10-NOV-2000	1692344 07-JAN-2002
China	GOLDEN DOOR	9	1674564 10-NOV-2000	1674564 28-NOV-2001
China	GOLDEN DOOR	14	1680839 10-NOV-2000	1680839 14-DEC-2001
China	GOLDEN DOOR	25	1681243 10-NOV-2000	1681243 14-DEC-2001
China	GOLDEN DOOR	35	1799495 10-NOV-2000	1799495 28-JUN-2002
China	GOLDEN DOOR	41	1759616 10-NOV-2000	1759616 28-APR-2002
China	GOLDEN DOOR	42, 44	1739657 10-NOV-2000	1739657 28-MAR-2002
China	GOLDEN DOOR SPA LIFE	42, 44	1779658 22-FEB-2001	1779658 28-MAY-2002
Colombia	GOLDEN DOOR	3	01 78795 14-SEP-2001	266698 28-FEB-2002

Country	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Colombia	GOLDEN DOOR	41	01 78794 14-SEP-2001	257451 25-JUL-2002
Colombia	GOLDEN DOOR	42	01 78791 14-SEP-2001	249441 18-APR-2002
Community Trademarks	GOLDEN DOOR	3, 35, 41, 42	2296549 11-JUL-2001	2296549 07-MAR-2003
Costa Rica	GOLDEN DOOR	3	2001-6980 14-SEP-2001	134683 28-AUG-2002
Costa Rica	GOLDEN DOOR	42	2001-6979 14-SEP-2001	134684 28-AUG-2002
Costa Rica	GOLDEN DOOR	41	2001-7119 20-SEP-2001	133361 9-MAY-2002
Czech Republic	GOLDEN DOOR	3, 42	171521 13-SEP-2001	245976 29-JUL-2002
Czech Republic	GOLDEN DOOR	3, 41, 42	171611 18-SEP-2001	246632 26-AUG-2002
Dominican Republic	GOLDEN DOOR	43		176892 16-OCT-2009
Ecuador	GOLDEN DOOR	3	117390 17-SEP-2001	23127 13-JUN-2003
Ecuador	GOLDEN DOOR	41	117391 17-SEP-2001	5896 07-AUG-2002
Ecuador	GOLDEN DOOR	42	117392 17-SEP-2001	5892 07-AUG-2002
Hong Kong	GOLDEN DOOR	3, 41, 42		200307802AA 14-SEP-2001
Hungary	GOLDEN DOOR	3, 41, 42	M0104898 14-SEP-2001	175704
Indonesia	GOLDEN DOOR	3	D00.2001.20182- 20328 14-SEP-2001	520705 31-OCT-2002
Indonesia	GOLDEN DOOR	42	J00.2001.20185- 20331 14-SEP-2001	522170 11-NOV-2002
Indonesia	GOLDEN DOOR	41	J002001.20776.2 0923 21-SEP-2001	519580 29-OCT-2002
Japan	 GOLDEN DOOR	3	H06-101572 06-OCT-1994	3300166 02-MAY-1997
Japan	GOLDEN DOOR	3, 41, 42	2001-083646 14-SEP-2001	4651561 07-MAR-2003
Malaysia	GOLDEN DOOR	41	01012221 14-SEP-2001	01012221 04-AUG-2007
Malaysia	GOLDEN DOOR	44	01012222	01012222

Country	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
			14-SEP-2001	20-OCT-2003
Malaysia	GOLDEN DOOR	3	01012223 14-SEP-2001	01012223 19-AUG-2009
Malaysia	GOLDEN DOOR	43	01012224 14-SEP-2001	01012224 19-AUG-2005
Malaysia	GOLDEN DOOR	44	07002570 12-FEB-2007	07002570 09-APR-2011
Malaysia	GOLDEN DOOR	43	08017295 28-AUG-2008	
Mexico	GOLDEN DOOR	42	195458 13-JAN-1982	273145 21-APR-1982
Mexico	GOLDEN DOOR	41	659815 03-JUN-2004	848595 23-AUG-2004
Mexico	GOLDEN DOOR	3	707660 16-MAR-2005	884519 30-MAY-2005
Mexico	GOLDEN DOOR	35	707659 16-MAR-2005	879818 28-APR-2005
Norway	GOLDEN DOOR	3, 42, 43, 44, 45	200111114 13-SEP-2001	226389 20-APR-2005
Panama	GOLDEN DOOR	3	117173 14-SEP-2001	117173 14-SEP-2001
Panama	GOLDEN DOOR	41	117171 14-SEP-2001	117171 14-SEP-2001
Panama	GOLDEN DOOR	42	117172 14-SEP-2001	117172 14-SEP-2001
Paraguay	GOLDEN DOOR	42	123207 14-SEP-2001	261669 23-FEB-2007
Peru	GOLDEN DOOR	3	134592-2001 13-SEP-2001	P00081961 23-JUL-2002
Peru	GOLDEN DOOR	42	134601-2001 13-SEP-2001	S00030415 17-SEP-2002
Poland	GOLDEN DOOR	3, 35, 41, 43, 44	240718 13-SEP-2001	171363 20-JAN-2006
Russian Federation	GOLDEN DOOR	3, 42	2001727575 11-SEP-2001	230235 04-DEC-2002
Singapore	GOLDEN DOOR	3	T0114424H 11-SEP-2001	T0114424H 08-JUL-2003
South Korea	GOLDEN DOOR	41	41-2001-0017959 13-SEP-2001	4100890850000 06-AUG-2003
Switzerland	GOLDEN DOOR	3, 35, 41, 42, 44	9182/2001 27-JUN-2002	505906 18-DEC-2002
Taiwan	GOLDEN DOOR	3	090038514 14-SEP-2001	01028946 16-JAN-2003
Taiwan	GOLDEN DOOR	3	090038516 14-SEP-2001	01032608 16-FEB-2003

Country	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Taiwan	GOLDEN DOOR	41	090038517 14-SEP-2001	00174606 16-DEC-2002
Taiwan	GOLDEN DOOR	42	090038518 14-SEP-2001	00180630 16-APR-2003
Taiwan	GOLDEN DOOR	42	090038515 14-SEP-2001	00170342 16-SEP-2002
Thailand	GOLDEN DOOR	3	465871 14-SEP-2001	170840 6-NOV-2002
Thailand	GOLDEN DOOR	41	465872 14-SEP-2001	18547 13-JAN-2003
Thailand	GOLDEN DOOR	43	465873 14-SEP-2001	17489 5-SEP-2002
Turkey	GOLDEN DOOR	3, 5, 8, 41, 42	2001/18447 13-SEP-2001	2001 18447 13-SEP-2001
United Kingdom	 GOLDEN DOOR	3	1186828 09-DEC-1982	1186828 2-JAN-1985
Vietnam	GOLDEN DOOR	3, 42	4200104238 14-SEP-2001	40044483000 17-DEC-2002
Vietnam	GOLDEN DOOR	3, 35, 41, 42	4200104237 14-SEP-2001	40048209000 20-JUN-2003

## SCHEDULE 2

### URLS

DOMAIN NAME	OWNER NAME	Registrar
golden-door-spa.net	LXR Holdco LLC	Bulkregister
golden-spas.com	LXR Holdco LLC	Bulkregister
goldendoor.com	LXR Holdco LLC	Bulkregister
goldendoor.com.tw	LXR Holdco LLC	Bulkregister
goldendoor.in	LXR Holdco LLC	Bulkregister
goldendoor.mobi	LXR Holdco LLC	Bulkregister
goldendoor.org	LXR Holdco LLC	Bulkregister
goldendoor.tw	LXR Holdco LLC	Bulkregister
goldendoorboutique.com	LXR Holdco LLC	Bulkregister
goldendoorcityspas.com	LXR Holdco LLC	Bulkregister
goldendoorhotel.xxx	LXR Holdco LLC	Bulkregister
goldendoorresort.xxx	LXR Holdco LLC	Bulkregister
goldendoorshop.com	LXR Holdco LLC	Bulkregister
goldendoorskinicare.com	LXR Holdco LLC	Bulkregister
goldendoorskinicare.us	LXR Holdco LLC	Bulkregister
goldendoorspa.com	LXR Holdco LLC	Bulkregister
goldendoorspa.mobi	LXR Holdco LLC	Bulkregister
goldendoorspa.net	LXR Holdco LLC	Bulkregister
goldendoorspa.xxx	LXR Holdco LLC	Bulkregister
goldendoorspas.com	LXR Holdco LLC	Bulkregister
goldendoorstore.com	LXR Holdco LLC	Bulkregister
goldendoorsucks.xxx	LXR Holdco LLC	Bulkregister
goldenskin.com	LXR Holdco LLC	Bulkregister
goldenskinicare.biz	LXR Holdco LLC	Bulkregister
goldenskinicare.cn	LXR Holdco LLC	Bulkregister
goldenskinicare.info	LXR Holdco LLC	Bulkregister
goldenspas.com	LXR Holdco LLC	Bulkregister
ihategoldendoor.xxx	LXR Holdco LLC	Bulkregister
lxrgoldendoorspas.com	LXR Holdco LLC	Bulkregister
mygoldendoor.com	LXR Holdco LLC	Bulkregister
mygoldendoor.net	LXR Holdco LLC	Bulkregister
shopgoldendoor.com	LXR Holdco LLC	Bulkregister
thegoldendoor.com	LXR Holdco LLC	Bulkregister
thegoldendoor.net	LXR Holdco LLC	Bulkregister
thegoldendoor.org	LXR Holdco LLC	Bulkregister
thegoldendoor.us	LXR Holdco LLC	Bulkregister
yourgoldendoor.com	LXR Holdco LLC	Bulkregister
yourgoldendoor.net	LXR Holdco LLC	Bulkregister
skingold.com	LXR Holdco LLC	Bulkregister