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OFFICES OF **FREDFLAM**

TRADEMARK MANAGEMENT

MEMORANDUM OF ASSIGNMENT OF TRADEMARK

PARTIES: The parties to this MEMORANDUM OF ASSIGNMENT are:

SELLER: Culver Enterprises, Inc.
(A California corporation)
2452 Wilshire Boulevard
Santa Monica, California 90403

(Previous address:
8761 Venice Boulevard
Los Angeles, California 90034)

BUYER: Lovin' Enterprises, Inc.
(A California corporation)
10117 Jefferson Boulevard
Culver City, California 90232

REPRESENTATIONS AND WARRANTIES: Seller represents that as of the effective date hereof, Seller was the owner of the following trademark and the business goodwill pertaining thereto and symbolized thereby, and the owner of a certain registration therefor:

TRADEMARK: ALEXA and DESIGN
REGISTRATION NO: 2,919,532 in the United States Patent and Trademark Office
GOODS/SERVICES: Swimwear for women and girls, bikinis; Activewear for women and girls, namely tops and T-shirts; Lingerie, namely bras and panties.
REGISTERED: January 18, 2005

Seller further represents that Seller has granted no licenses to third parties to use said trademark; that Seller has the right and power to assign said trademark to Buyer; that Seller neither knows nor has reason to know of any current or unresolved claim of any third party that the use of said trademark on goods or services with which said trademark has been used by Seller is likely to cause confusion or mistake in the marketplace.

GRANT: In consideration of the sum of One Hundred (\$100.00) Dollars and other good and valuable consideration, the receipt of which Seller hereby acknowledges, Seller hereby grants, sells, assigns and transfers to Buyer, and acknowledges that it has granted, sold, assigned and transferred to Buyer

ALL OF SELLER'S RIGHT TITLE AND INTEREST in and to the foregoing trademark the business goodwill pertaining thereto and symbolized thereby, and the registration identified hereinabove, and any and all claims, demands and causes of action based upon infringement of the foregoing trademark, **THE SAME TO BE HELD AND ENJOYED BY BUYER** as fully and entirely as the same might or could have been enjoyed by Seller had this assignment not been made.

SCOPE: The foregoing GRANT shall be operative and effective to vest full title in Buyer of said trademark, said goodwill and said registration, for the use of Buyer, Buyer's assigns and legal representatives.

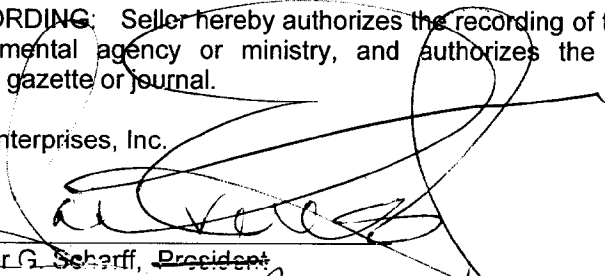
COOPERATION: Seller promises at any time upon request by Buyer to execute and deliver any and all proper documents or instruments that may be necessary or desirable to perfect the title of Buyer to the trademark rights subject to this assignment, all without further compensation, but at the expense of Buyer.

COVENANT: Unless licensed by Buyer so to do, Seller promises and agrees that Seller will not use from and after the effective date of this assignment, and will not authorize or license any other entity to use, any trademark that is the subject of this assignment as a trademark, service mark, corporate or business name or otherwise, whether alone or in combination with another mark or name.

EFFECTIVE DATE: The rights granted herein shall be deemed granted as of January 18, 2005.

AUTHORITY FOR RECORDING: Seller hereby authorizes the recording of this assignment with any appropriate governmental agency or ministry, and authorizes the publication of this assignment in any official gazette or journal.

SIGNATURE: Culver Enterprises, Inc.

By 
Werner G. Scharff, President
Ann K. Everett, Vice President

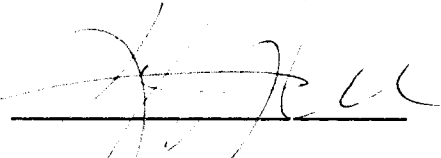
ALL PURPOSE ACKNOWLEDGEMENT

State of California |
County of Los Angles | ss

ANN K. EVERETT

On the date set opposite my signature, before me, the undersigned notary, personally appeared ~~WERNER G. SCHARFF~~, personally known to me (or ~~proved to me~~ on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his ~~her~~ authorized capacity, and that by ~~his~~ signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature  Dated: 6-9-2005

Notary Public

