

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
Supre, Inc.		03/26/2009	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Product Innovations Research LLC
Street Address:	15770 North Dallas Parkway
Internal Address:	Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75248
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	3336843	ROLLER GIRL
Registration Number:	3172355	OMEN
Registration Number:	3204939	TATTOO
Registration Number:	2990617	TEMPT
Registration Number:	2979136	FREAK
Registration Number:	2846874	SHIFT
Registration Number:	2960839	TAN ADDICT
Registration Number:	2657282	SMOKE
Registration Number:	3361330	ALGOMAX
Registration Number:	3313309	ROMP
Registration Number:	2394145	TANNERS CHOICE
Registration Number:	2636188	AROMABODY
Registration Number:	2067912	SUN RECOVER

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Registration Number:	2186459	VIBE
Registration Number:	2198851	BIOTAN
Registration Number:	2089749	IMPACT
Registration Number:	2026544	AROMABODY
Registration Number:	2060135	SPFLIPS
Registration Number:	2058454	SPF
Registration Number:	2026545	JAM
Registration Number:	1976873	RAYZ
Registration Number:	2613582	EXTREME
Registration Number:	2157987	SKIN SYSTEM
Registration Number:	3318216	HEMPZ
Registration Number:	2675046	HEMPZ
Registration Number:	2781803	HEMPZ CANNABIS SATIVA LOTION
Registration Number:	2841419	HEMPZ
Registration Number:	3370731	TANSIUM
Registration Number:	3469055	BRONZE CANDY
Registration Number:	3506035	PRISM
Registration Number:	3506033	CRAVE
Registration Number:	3502338	STRAPLESS
Registration Number:	3506034	MIRAGE
Registration Number:	3385964	HYPERDARK
Registration Number:	3559451	HAMMER

CORRESPONDENCE DATA

Fax Number: (972)661-5691
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 972/661-5114
Email: cblount@uprlaw.com
Correspondent Name: Charles W. Blount, III
Address Line 1: 5420 LBJ Freeway, Lincoln Centre Two
Address Line 2: Suite 1900
Address Line 4: Dallas, TEXAS 75240

ATTORNEY DOCKET NUMBER:	P1007-0033
NAME OF SUBMITTER:	Charles W. Blount, III
Signature:	/Charles W. Blount, III/

Date:

04/01/2010

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Assignment from Supre, Inc., a corporation organized and existing under the laws of Texas, located at Suite 700, 15770 North Dallas Parkway, Dallas, Texas 75248 ("Assignor") to Product Innovations Research LLC, a limited liability company organized and existing under the laws of Texas, located at Suite 700, 15770 North Dallas Parkway, Dallas, Texas 75248 ("Assignee"), is effective March 26, 2009 (the "Effective Date").

WHEREAS, Assignor represents that to the best of its knowledge it is the owner of all rights, title and interest in and to the trademarks set forth below in the United States and the goodwill attached thereto, and is the owner of United States registrations and applications as set forth for each mark (the "marks") and has used each mark without abandonment and is presently using these marks in the United States.

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all of Assignor's right, title and interest to the marks including all common law rights owned and exercised by Assignor, the goodwill represented thereby and the United States trademark registrations and applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's rights, title and interest in and to the marks set forth hereunder, including all common law rights, the goodwill of the business associated with, but not limited to, the marks, and the United States registrations and applications which correspond to the marks and the right to recover for past, present and future infringements of the marks:

<u>Trademark</u>	<u>Registration No.</u>
ROLLER GIRL	3336843
OMEN	3172355
TATTOO	3204939
TEMPT	2990617
FREAK	2979136
SHIFT	2846874
TAN ADDICT	2960839
SMOKE	2657282
ALGOMAX	3361330
ROMP	3313309
TANNERS CHOICE	2394145
AROMABODY	2636188
SUN RECOVER	2067912
VIBE	2186459
BIOTAN	2198851
IMPACT	2089749
AROMABODY	2026544
SPFLIPS	2060135
SPF	2058454
JAM	2026545
RAYZ	1976873
EXTREME	2613582
SKIN SYSTEM	2157987
HEMPZ	3318216
HEMPZ	2675046
HEMPZ CANNABIS SATTVA LOTION	2781803
HEMPZ	2841419
TANSIUM	3370731
BRONZE CANDY	3469055
PRISM	3506035
CRAVE	3506033
STRAPLESS	3502338
MIRAGE	3506034
HYPERDARK	3385964
HAMMER	3559451
STILETTO	Via License (See Paragraph 4(c))

2. Assignor agrees that upon reasonable request from Assignee, Assignor will, without charge to Assignor and at Assignee's sole expense, provide whatever documentation Assignor may have relating to or supporting Assignor's usage of the marks and to sign such

documents, take such oaths and do such lawful acts as may be reasonably necessary for vesting title to the marks in Assignee.

3. As of the Effective Date of this assignment, Assignee assumes full responsibility for and Assignor is relieved of all future obligations relating to all costs and fees that may accrue for the preparing and recording of assignments or obtaining and maintaining any trademark registrations for the marks.

4. Assignor represents, warrants and covenants that:

(a) to its knowledge, no claim has been asserted against it that the use of any of the marks do or may violate the rights of any third person and, to the best of Assignor's knowledge, there are no claims that the marks infringe upon the trademark rights of others in the United States;

(b) neither Assignor nor any of its affiliates or subsidiaries has encumbered the marks or made the marks the subject of any liens, charges or encumbrances, including pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons, other than the assignment created by this Agreement;

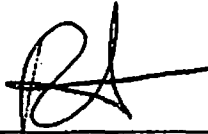
(c) except for that certain Trademark License Agreement for the STILETTO mark entered into between Assignor and its subsidiaries and L'Oreal USA Creative, Inc. ("L'Oreal") on August 19, 2008, whereby L'Oreal licensed the use of the STILETTO mark to Assignor and its subsidiaries, there are no outstanding active license agreements, coexistence agreements or consent agreements entered into by Assignor or any of its affiliates or subsidiaries with any third parties relating to any of the marks; and

(d) Assignor has, to the best of its information and belief, the unqualified right to enter into this Agreement and perform its terms.

5. This Assignment will be binding upon the Assignor, and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers.

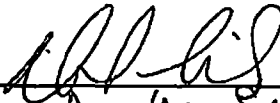
SUPRE, INC.



By: Bruce West Jr

Effective Date: March 26, 2009

PRODUCT INNOVATIONS RESEARCH LLC



By: Douglas Smiley, CFO

Effective Date: March 26, 2009