

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
Rhinestone Ruby, Inc.		05/24/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Flair 360, Ltd.		
Street Address:	35 East 21st Street		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77009691	STARLET CRUSH	
CORRESPONDENCE DATA			
Fax Number:	(703)774-1201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-774-1214		
Email:	mfaunce@plavekoch.com		
Correspondent Name:	Marisa D. Faunce		
Address Line 1:	12355 Sunrise Valley Drive		
Address Line 2:	Suite 230		
Address Line 4:	Reston, VIRGINIA 22091		
NAME OF SUBMITTER:	Marisa D. Faunce		
Signature:	/Marisa D. Faunce/		
Date:	05/27/2010		

OP \$40.00 77009691

Total Attachments: 4

source=IP Assignment - with Amendment#page1.tif

source=IP Assignment - with Amendment#page2.tif

source=IP Assignment - with Amendment#page3.tif

source=IP Assignment - with Amendment#page4.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment Agreement") is made as of May 14, 2010 pursuant to that certain Asset Purchase Agreement, dated to be effective as of May 12, 2010 ("Purchase Agreement"), by and between Rhinestone Ruby, Inc., a New York corporation ("Assignor") and Alice Pachthod ("Pachthod"). Capitalized terms used and not otherwise defined have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor is the owner of the trademarks, service marks, and trade names listed on Exhibit A to this Trademark Assignment Agreement and in the Purchase Agreement (the "Marks");

WHEREAS, Assignor is the owner of the domain names listed on Exhibit A to this Trademark Assignment Agreement and in the Purchase Agreement (the "Websites");

WHEREAS, Assignor and Pachthod are parties to the Purchase Agreement, pursuant to which the Pachthod is acquiring the Assets;

WHEREAS, Pachthod has requested that the assignments in this IP Assignment Agreement be made to her newly formed corporation, Flair 360, Ltd. ("Assignee");

WHEREAS, Assignor wishes to assign to Assignee all of its rights, title and interest in and to the Marks and Websites;

WHEREAS, Assignee wishes to acquire all of Assignor's rights, title, and interest in and to the Marks and Websites.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

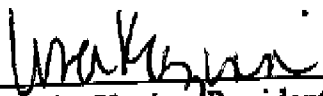
1. Assignor does hereby sell, grant, convey and assign unto Assignee, its successors, assigns and licensees forever, all right, title and interest in and to the Marks and Websites, along with the goodwill of the business symbolized thereby, including all rights, therein provided by international conventions and treaties, as well as any and all rights derived from the use of the Marks and Websites, as well as the right to sue for past, present, and future infringement thereof.
2. Within 5 business days after the effective date of this IP Assignment Agreement, Assignor shall record the applicable assignments with the United States Patent and Trademark Office relating to the Marks. Assignor agrees to execute such other documents as may be requested by Assignee to give effect to the terms of this IP Assignment Agreement.
3. This IP Assignment Agreement is subject to the terms and conditions of the Purchase Agreement. No provision of this IP Assignment Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this IP

Assignment Agreement and the terms and condition of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

IN WITNESS WHEREOF, the parties hereto execute this IP Assignment Agreement in multiple counterparts to be effective as of the date first set forth above.

ASSIGNOR:

RHINESTONE RUBY, INC.
A New York Corporation

By: 

Lisa Kozinn/President

ASSIGNEE:

FLAIR 360, LTD

By: 

Alice Pachtod, President

EXHIBIT A

The Marks

"RHINESTONE RUBY", U.S. Serial No. 77943310
"RHINESTONE ROXY"
"STARLET CRUSH", U.S. Serial No. 77975073.

Websites

www.rhinstoneruby.com
www.rhinstoneroxy.com
www.starletcrush.com

AMENDMENT TO INTELLECUTAL PROPERTY ASSIGNMENT AGREEMENT

This Amendment ("Amendment") to the Intellectual Property Assignment Agreement ("Assignment Agreement") dated as of May 14, 2010 by and between Rhinestone Ruby, Inc., a New York corporation ("Assignor") and Flair 360, Ltd. ("Assignee") is made as of May 24, 2010.

WHEREAS, Assignor is the owner of record of the application for registration filed on September 28, 2006 with the United States Patent and Trademark Office for the trademark STARLET CRUSH, US Serial Number 77/009,691 (the "Mark") which was inadvertently omitted from Exhibit A to the Assignment Agreement.

WHERAS, the parties desire to amend the Assignment Agreement to reflect the assignment of the Mark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment agree as follows:

1. Exhibit A of the Assignment Agreement is modified by the addition of the Mark as follows:

"STARLET CRUSH", US Serial No. 77/009,691

2. Any capitalized term that is not defined in this Amendment shall have the meaning given to it in the Assignment Agreement.


3. Except as expressly modified by this Amendment, the Assignment Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Amendment in multiple counterparts to be effective as of the date first set forth above.

**ASSIGNOR:
RHINESTONE RUBY, INC.
A New York Corporation**

By: 
Lisa Kozinn, President

**ASSIGNEE:
FLAIR 360, LTD**

By: 
Alice Fatchod, President