

**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>
STUDIO USA, LLC		04/13/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DL & Co. LLC		
<b>Street Address:</b>	9828 Gloucester Dr.		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77655888	BURN VOYAGE	
<b>Registration Number:</b>	3657994	BURN VOYAGE	
<b>Registration Number:</b>	3236430	BURN	
<b>Registration Number:</b>	3392242	BURN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(805)456-3906		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	805-964-9777		
<b>Email:</b>	vc@etmlaw.com		
<b>Correspondent Name:</b>	Victoria Carver		
<b>Address Line 1:</b>	170 Kenwood Avenue		
<b>Address Line 2:</b>	#255		
<b>Address Line 4:</b>	Oneida, NEW YORK 13421		
<b>ATTORNEY DOCKET NUMBER:</b>	10-9300-K (DL&CO ASSIGN)		

**OP \$115.00 77655888**

**900169379**

**TRADEMARK  
 REEL: 004260 FRAME: 0971**

NAME OF SUBMITTER:	Victoria Carver
Signature:	/vcarver/
Date:	08/13/2010
Total Attachments: 2 source=IPAssignment Agreement DL-Burn#page1.tif source=IPAssignment Agreement DL-Burn#page2.tif	

# Intellectual Property Assignment Agreement

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Intellectual Property Assignment Agreement (the "Agreement") dated as of April 13<sup>th</sup>, 2010 between Studio USA, LLC, a California Limited liability Company (the "Company" or "Assignor") and DL & Co., LLC a California Limited liability Company (the "Acquirer" or "Assignee").

Whereas, it is a condition of the closing of the Acquisition Agreement, dated as of April 13<sup>th</sup>, 2010 between the Company and Acquirer regarding the acquisition of BURN Candles from the Company, that Assignor enters into this assignment to transfer to Assignee all intellectual property related to BURN and BURN VOYAGE (the "Assigned IP"). For avoidance of doubt, the Acquisition Agreement only contemplates the acquisition of the Assigned IP by Acquirer and nothing else.

Whereas, Assignee desires to acquire all Assignor's right, title and interest in and to the Assigned IP; and

Whereas, Assignee is the Assignor's successor with respect to the Assigned IP and the Assigned IP is ongoing and existing.

Now, therefore, in consideration of, among other things, the signing of the Acquisition Agreement, and in further consideration of the mutual covenants and agreements contained in the Acquisition Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment of Trademarks.** Effective as of April 13<sup>th</sup>, 2010, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) all trademarks (*Burn Voyage for Candles*, SN 77655889 RN 3657994 *Burn for personal care products* SN 78780859 RN 3236430, and *Burn for room fragrances and scented stones and glass*, SN 76531495 RN 3392242) (ii) all pending trademarks (*Burn Voyage for personal care*, SN 77655888) (iii) the registrations and applications for registrations thereof and (iv) the goodwill of the Assigned IP connected with the use thereof and symbolized thereby (the "Assigned Trademarks").
2. **Relationship with the Acquisition Agreement.** This assignment is intended to evidence the consummation of the transactions contemplated by the Acquisition Agreement. The assignment is made without representation or warranty except as provided in and by the Acquisition Agreement. This Assignment is in all respects subject to the provisions of the Acquisition Agreement and is not intended to supersede limit or qualify any provision in the Acquisition Agreement.
3. **Successors.** This assignment shall inure to the benefit of and is binding upon the respective successor and assigns of Assignor and Assignee.
4. **Governing law.** This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation

and effect, by the laws of the state of California without giving effect to the conflict of the laws rules thereof.

In Witness Whereof, Assignor and Assignee caused this Agreement to be duly executed as of the date first written above.

DL & Co. LLC

By: 

Name: Jan Rosen

Title: CEO

STUDIO USA, LLC

By: 

Name: Charlie Perer

Title: Manager