

12-31-2002



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TRADEMARK
03090-A0097A GSW/MGG

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

| | |
|-------------------|--------------------------|
| Assignor | Source Enterprises, Inc. |
| Assignee | Unsigned Hype LLC |
| Registration Nos. | 2,430,037 2,430,038 |

Box Assignment
Assistant Commissioner for Trademarks
Washington, DC 20231

12-26-02

Trademark Assignment Recordation Form Cover Sheet

Dear Sir:

Please record the attached original document.

OFFICE OF PUBLIC RECORDS
2007 DEC 26 AM 10:24
FINANCE SECTION

- Name and State of Incorporation of Conveying party.
Source Enterprises, Inc.; a corporation of the State of Delaware.
- Name, State of Incorporation and Address of Receiving Party.
Unsigned Hype LLC; a Delaware limited liability company; c/o Source Enterprises, Inc., 215 Park Ave South, New York, NY 10003.
- Nature of Conveyance: Assignment. Execution Date: August 15, 2001
- Name and Address of Party to Whom Correspondence Concerning Document should be mailed.

Gene S. Winter, Registration No. 28,352
Attorney for Applicant
ST.ONGE STEWARD JOHNSTON & REENS LLC
986 Bedford Street
Stamford, CT 06905-5619
203 324-6155

Mailing Certificate: I hereby certify that this correspondence is today being deposited with the U.S. Postal Service as *First Class Mail* in an envelope addressed to: Box Assignment; Commissioner for Patents and Trademarks; Washington, DC 20231.

December 20, 2002

Danielle Dominici

C: Traci Tong, McDermott, Will & Emory
Julie Als, Source Enterprises, Inc.

12/30/2002 LMUELLER 00000059 2430037

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

TRADEMARK
REEL: 002640 FRAME: 0173

5. Registration Numbers: 2,430,037 2,430,038
6. Total Number of Registration Involved: 2.
7. Total Fee (37 CFR 3.41). \$65.00 due. The USPTO Credit Card Payment Form is attached herewith.
8. Authorization to Charge Deposit Account. The Commissioner is hereby authorized to charge any additional fees due by this paper and during the entire pendency of this Application to Account No. 19-4516.
9. Statement and Signature. Total number of pages including cover sheet, attachments and document are 5. To the best of my knowledge and belief, the foregoing information is true and correct and any copy submitted herewith is a true copy of the original document.

Respectfully submitted,



Gene S. Winter
Michael G. Gabriel
Attorneys for Applicant
ST.ONGE STEWARD JOHNSTON & REENS LLC
986 Bedford Street
Stamford, CT 06905-5619
203 324-6155

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RALEIGH PRESIDENTIAL

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made and entered into this 15th day of August, 2001 by and between Source Enterprises, Inc., a Delaware corporation ("Assignor"), and Unsigned Hype LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademark and trademark related rights in the mark "UNSIGNED HYPE", including, the trademark registrations set forth on Schedule A hereto, all foreign and international rights, common law rights and other related rights (the "Trademarks");

WHEREAS, Assignee desires to purchase all of Assignor's right, title and interest in and to the Trademarks, and the goodwill of the business symbolized thereby.

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

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, including all rights therein provided by international conventions and treaties, and the goodwill of the business symbolized thereby.
2. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Trademark Assignment.
3. Immediately upon execution of this assignment, Assignee shall pay Assignor Fifteen Thousand Dollars (\$15,000) in consideration of the assignment hereunder.
4. This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first written above by their duly authorized officers.

SOURCE ENTERPRISES, INC.

By: *Jewell Hays*
Name:
Title:

UNSIGNED HYPE LLC

By: *Raymond Scott*
Name:
Title:

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SCHEDULE A

| <u>Mark</u> | <u>Country</u> | <u>Appl. No./Reg. No.</u> |
|---------------|----------------|---------------------------|
| UNSIGNED HYPE | United States | 2,430,037 |
| UNSIGNED HYPE | United States | 2,430,038 |