

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mr. Glenn Gosling		03/24/2004	INDIVIDUAL:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Empire Brands, Inc.
<b>Street Address:</b>	169 Spring Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10012
<b>Entity Type:</b>	CORPORATION: NEW YORK

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Serial Number:	78213519	FLYING A

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)577-0928
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	3126920119
<b>Email:</b>	mharris@digital-trademarks.com
<b>Correspondent Name:</b>	Marcus Stephen Harris
<b>Address Line 1:</b>	47 W. Polk Street
<b>Address Line 2:</b>	100-148
<b>Address Line 4:</b>	Chicago, ILLINOIS 60605



<b>NAME OF SUBMITTER:</b>	Marcus Stephen Harris
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<b>Total Attachments: 2</b> source=final glenn empire 1#page1.tif source=final glenn empire 2#page1.tif
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OP \$40.00 78213519

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Glenn Gosling, an individual, with an address of 169 Spring Street New York, NY 10012 ("Assignor") is the owner of the following trademarks (including the application for registration thereof (the "Trademark Applications") listed below (the "Trademarks"):

Trademark	Serial/Application No.	Application Filing Date
FLYING A and Design	United States 78218918	February 11, 2002
	United States 78346406	December 30, 2003
FLYING A	United States 78213514	February 11, 2002
	Canada 1202506	December 30, 2003
FLYING A & Design	Canada 1202505	December 30, 2003

WHEREAS, Empire Brands, Inc. a New York corporation, with an address of 169 Spring Street New York, NY 10012 ("Assignee"), is desirous of acquiring all rights to such Trademarks and Trademark Applications;

NOW, THEREFORE, in return for the sum of \$10.00 (ten dollars) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Assignor hereby transfers and assigns to Assignee, all right, title, and interest whatsoever to the Trademarks, as held by the Assignor as of the effective date of this Agreement, together with (1) the related business and goodwill of the business symbolized by the Trademarks and the Trademark Applications thereof; (2) the right to sue for past, present or future infringement or misappropriation of the trademark and (3) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks.

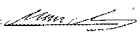
Assignor hereby authorizes and requests the PTO to issue the certificate of registration in respect of the Trademark Applications to Assignee for its sole use, and for the use of its legal representatives and assigns, to the full end of the term for which such registration may be granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

Assignor further covenants that it will, pursuant to any reasonable written request of Assignee, execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademarks.

As of the date of this Assignment, Assignor shall have no responsibility for maintaining or otherwise controlling the domain Trademarks, Trademark Applications or any registration resulting therefrom.


IN WITNESS WHEREOF, the undersigned Assignor has executed this transfer and assignment in favor of Assignee, effective as of the 23rd day of March 2004.

ASSIGNOR:  
Glenn Gosling

Signature: 

State of New York Arizona  
County of Maricopa

Before me this 23rd day of March, 2004 appeared Glenn Gosling personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing assignment and acknowledged to me that he executed the same of his own free will for the purposes therein expressed.

  
Notary Public

My Commission Expires: 8 July 2007

