

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
World Wide Heads Inc		05/06/2004	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Judith Sasso
<b>Street Address:</b>	541 Main Street
<b>City:</b>	Hudson
<b>State/Country:</b>	QUEBEC
<b>Postal Code:</b>	J0P 1H0
<b>Entity Type:</b>	INDIVIDUAL: CANADA

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2721683	HEADS MAGAZINE

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(514)284-3419
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	514 -282-8008
<b>Email:</b>	arthur.sanft@qc.aibn.com
<b>Correspondent Name:</b>	Arthur Sanft
<b>Address Line 1:</b>	770 Sherbrooke St W
<b>Address Line 2:</b>	Suite 1750
<b>Address Line 4:</b>	Montreal, QUEBEC H3A 1G1

<b>NAME OF SUBMITTER:</b>	Arthur sanft
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<b>Total Attachments: 2</b> source=8#page1.tif source=9#page1.tif
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OP \$40.00 2721683

## SALE OF TRADEMARK

### BY AND BETWEEN

**WORLD WIDE HEADS INC.**, a body politic and corporate, duly incorporated according to the laws of the State of New York, having its current head office and principal place of business at 541 Main Road, Hudson, QC., J0P 1H0 represented herein by its **PRESIDENT, Patrick Hamaoui**, who declares himself fully authorized for these purposes. (Hereinafter referred to as **WWH**)

### AND

**Judith Sasso**, Businesswoman, domiciled and residing at 3522 De Normandie, Hudson, QC, J0P 1H0, (hereinafter referred to as **JS**)

**Whereas on May 28, 1999, Slanted Publications filed an application with the United States Patent and Trademark Office (USPTO) for the mark "HEADS MAGAZINE".**

**Whereas by Deed of Assignment dated May 2, 2000, Slanted Publications Assigned all its rights in and to the said trademark and the application bearing Serial Number 75/ 716,800 to WWH, and such assignment was duly registered with USPTO on May 5, 2000.**

**Whereas on June 3, 2003, final registration of the trade mark was awarded to WWH under registration number 2721683 and is annexed hereto as evidence thereof.**

**Whereas for valid business reasons, WWH is now desirous of selling all its rights, title and interest in and to the said trademark in their entirety.**

**Whereas JS is desirous of purchasing same for the purpose of commercial exploitation, in United States, Canada and Europe.**

**NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements herein contained and expressed, and for other good and valuable consideration, receipt of which is acknowledged by each of them to be entirely satisfactory and adequate, do now hereby agree as follows:**

#### **1) DEFINITIONS**

**1.1) "trademark" refers to HEADS MAGAZINE**

1.2) "territory" refers to the UNITED STATES, CANADA and EUROPE

2) WWH hereby irrevocably, once and for all time, sells and conveys all its rights, title, and interest in the said trademark HEADS MAGAZINE, of any nature whatsoever, and without reservation, to JS who does so accept.

3) WWH hereby declares that it has actually used the trademark commercially in the territory for the last three years, notwithstanding the fact that no application for registration of same has thus far been submitted in Canada or Europe.

4) JS hereby undertakes to pursue the abovementioned registration in Canada and other countries, and WWH undertakes to offer any assistance necessary to establish its chain of title, or its use of the said trademark, in the territory. WWH further undertakes to promptly sign any and all government forms that might be required in this regard.

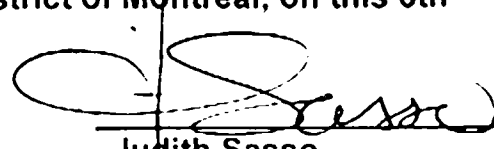
5) Henceforth, JS is fully empowered to defend against any infringements of the said trademark, and WWH undertakes, to the extent it may be necessary, to aid in such legal activities.

6. WWH warrants that there are presently no legal actions pending against it for the use of the said trademark, and should any arise in the future related to the period of time when WWH was the owner of the trademark, it will indemnify and hold JS harmless from same and if necessary take up her defense at their own expense.

7) The parties hereto agree that this contract will be subject to the laws of the Province of Quebec, and have expressly requested that this contract, as well as any documents flowing there from, be drawn in the English language. Les Parties déclarent qu'elles ont demandés que le présent entente et tout document s'y relatant soient rédigés en anglais.

AND WE HAVE SIGNED in the City and District of Montreal, on this 6th day of May, 2004

  
World Wide Heads Inc  
Per Patrick Hamaoui  
President

  
Judith Sasso

  
Witness