

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
Mr. Glenn Gosling		03/24/2004	INDIVIDUAL:

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

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	78213514	FLYING A

CORRESPONDENCE DATA	
Fax Number:	(312)477-0928
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-692-0119
Email:	mharris@digital-trademarks.com
Correspondent Name:	Marcus Stephen Harris
Address Line 1:	47 W. Polk Street
Address Line 2:	100-1498
Address Line 4:	Chicago, ILLINOIS 60605



NAME OF SUBMITTER:	Marcus Stephen Harris
---------------------------	-----------------------

Total Attachments: 2 source=final.november.Assignment of applications#page1.tif source=final.november.pg2.assignment of applications#page1.tif

OP \$40.00 78213514

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")):

<u>Trademark</u>	<u>Serial/Application No.</u>	<u>Application Filing Date</u>
FLYING A and Design	United States 78213519	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.

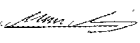
Assignor hereby authorizes and requests the PTO to issue the certificate of registration in respect of the Trademark Applications to Assignee for its sole use, and for the use of its legal representatives and assigns, to the full end of the term for which such registration may be granted, as fully and 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 aforesaid 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 24 day of March 2004.

ASSIGNOR:
Glen Goetting

Signature: 

State of New York, Arizona
County of Maricopa

Before me this 24 day of March, 2004 appeared Glen Goetting 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: 6/30/2007

