

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

E.M. Guild, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Execution Date(s) 12/15/03

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: 360 Youth, LLC

Internal

Address: ClO Alloy, Inc

Street Address: 151 W. 26th St 11th Fl

City: NY

State: NY

Country: US Zip: 10001

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other LLC Citizenship DE

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2165212, 1679335, 2311567

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Gina DiGirola

Internal Address: clO Alloy, Inc

Street Address: 151 W. 26th St. 11th Fl

City: NY

State: NY Zip: 10001

Phone Number: 212-244-4307

Fax Number: 212-244-4311

Email Address: gimad@alloy.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00**

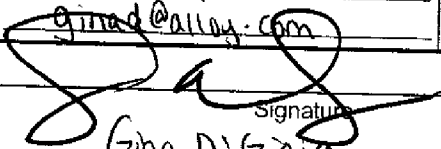
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

11/22/2004

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$90.00 2165212

**Recordation of Trademark**

**Name of Conveying Party/Current Registration**

E.M. Guild, Inc.

**Name of Receiving Party**

360 Youth, LLC

**Effective Date**

December 11, 2003: E.M. Guild, Inc. assigned trademarks to Chalkboard Communications, LLC

December 15, 2003: Chalkboard Communications, LLC assigned trademarks to 360 Youth, LLC

**ASSIGNMENT OF TRADEMARKS AND RELATED RIGHTS**

THIS ASSIGNMENT OF TRADEMARKS AND RELATED RIGHTS (this "Assignment") is made by E.M. GUILD, INC., a New York corporation having a place of business at 70 W 36 ST #1401 NY, NY 10018 ("Assignor") to CHALKBOARD COMMUNICATIONS, LLC, a New Jersey limited liability company having a place of business at P.O. Box 22, Keyport, New Jersey 07735 ("Assignee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby assign unto Assignee, Assignor's entire right, title and interest in and to the trademarks listed in the **Exhibit A** attached hereto (the "Marks") in the United States and all foreign countries, including all common law rights, all registrations and applications for registration thereof, in and to the goodwill symbolized by the Marks, and the entire business associated with any currently pending trademark registrations filed under section (b) of the Trademark Act, for Assignee's own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, together with all claims for damages by reasons of past infringement of the Marks, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

ASSIGNOR HEREBY AGREES to take all actions, and to execute and deliver all additional instruments and documents, as Assignee may reasonably request for the purpose of carrying out this Assignment and the transactions contemplated hereby including, but not limited to, all instruments and documents necessary to transfer the Marks in the United States and any foreign countries.

ASSIGNOR HEREBY COVENANTS that it has full right to convey the entire interest therein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed this 11<sup>th</sup> day of December, 2003.

E.M. GUILD, INC.

By: Paul Guilden  
Name: PAUL GILDEN  
Title: PRES

EXHIBIT A

Trademarks

| <u>Trademark</u>                  | <u>Registration Number</u> |
|-----------------------------------|----------------------------|
| C&C Careers & Colleges and Design | 2,165,212                  |
| Careers                           | 1,879,335                  |
| Careers & Colleges                | 2,311,567                  |

TRA 1861381v1

**ASSIGNMENT OF TRADEMARKS, DOMAIN NAMES AND RELATED RIGHTS**

THIS ASSIGNMENT OF TRADEMARKS, DOMAIN NAMES AND RELATED RIGHTS (this "Assignment") is made by CHALKBOARD COMMUNICATIONS, LLC, a New Jersey limited liability company having a place of business at P.O. Box 22, Keyport, New Jersey 07735 ("Assignor"), to 360 YOUTH, LLC, a Delaware limited liability company having a principal place of business at 151 West 26<sup>th</sup> Street, 11<sup>th</sup> Floor, New York, New York 10001 ("Assignee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby assign unto Assignee, Assignor's entire right, title and interest in and to the trademarks and domain names listed in the Exhibit A attached hereto (the "Marks") in the United States and all foreign countries, including all common law rights, all registrations and applications for registration thereof, in and to the goodwill symbolized by the Marks, and the entire business associated with any currently pending trademark registrations filed under section 1(b) of the Trademark Act, for Assignee's own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, together with all claims for damages by reasons of past infringement of the Marks, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

ASSIGNOR HEREBY AGREES to take all actions, and to execute and deliver all additional instruments and documents, as Assignee may reasonably request for the purpose of carrying out this Assignment and the transactions contemplated hereby including, but not limited to, all instruments and documents necessary to transfer the Marks in the United States and any foreign countries.

ASSIGNOR HEREBY COVENANTS that it has full right to convey the entire interest therein assigned, and that it has not executed, and will not execute, any agreements inconsistent therewith.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed this 15<sup>th</sup> day of December, 2003.

CHALKBOARD COMMUNICATIONS, LLC

By: Paul B. McKeefry  
Name: Paul B. McKeefry  
Title: Managing Member

EXHIBIT A

Trademarks and Domain Names

Trademark

Registration Number

C&C Careers & Colleges and Design

2,165,212

Careers

1,879,335

Careers & Colleges

2,311,567

Domain Names

Careersandcolleges.com

854441v2

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