

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
National Chamber of Commerce, LLC		02/04/2005	LTD LIAB JT ST CO: NEVADA
RECEIVING PARTY DATA			
Name:	FedChamber, LLC		
Doing Business As:	DBA Federal Chamber of Commerce		
Street Address:	3395 S. Jones		
Internal Address:	#313		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89146		
Entity Type:	LTD LIAB JT ST CO: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78076711	FEDERAL CHAMBER OF COMMERCE	
CORRESPONDENCE DATA			
Fax Number:	(702)973-0707		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	702-348-5350		
Email:	kozin@fedchamber.us		
Correspondent Name:	Larry Kozin		
Address Line 1:	3395 S. Jones		
Address Line 2:	#313		
Address Line 4:	Las Vegas, NEVADA 89146		
NAME OF SUBMITTER:	Larry Kozin		
Signature:	/larry kozin/		

OP \$40.00 78076711

Date:

02/04/2005

Total Attachments: 2

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Agreement & Release

Whereas this day January 24, 2005 the parties, Federal Chamber of Commerce, LLC (FCC) a Nevada corporation and Larry Kozin (Kozin), an individual desire to form a venture, the following is agreed:

1. This document dated 01/24/2005 shall serve as an agreement between the parties and serve as the entire agreement until replaced or amended by the parties.
2. This agreement supercedes and replaces all previous agreements, notes, letters of intent and addendums between the parties regarding the Federal Chamber of Commerce, LLC its assets, liabilities, revenue and products and services.
3. For valuable consideration Kozin agrees to release Federal Chamber of Commerce, LLC, the company, its officers and members both professionally and individually from any and all liability regarding the Federal Chamber of Commerce and transfer of ownership.
4. The Federal Chamber of Commerce, LLC shall immediately transfer ownership of the trademark rights for the name Federal Chamber of Commerce to a new corporate entity to be fully owned jointly by Kozin and Federal Chamber of Commerce, LLC in the following ratio: Kozin 75%/FCC 25%. Kozin shall manage the new corporation in its best interests and hold all corporate management titles until and unless decided by the parties.
5. Kozin shall serve as President of the new corporation and be entitled to a salary of up to \$15,000 in any month the new company renders a profit.
6. In any month that the new corporation generates a profit, it will contribute up to \$1000 toward the previously agreed David Heller/Phil Kantor note until that note is satisfied.
7. Kozin agrees to execute a separate release of liability and hold harmless agreement in favor of Arnie & Wendy Katz that precludes and forbids any legal action regarding previous agreements or actions and the actions and liabilities of the new corporation.
8. Both parties agree that the new corporation and Kozin and an individual will execute and honor a non-disclosure, non-circumvent agreement in favor of FCC and a separate non-compete agreement regarding specific areas of business that FCC is engaged in, specifically the benefit business.

9. Kozin agrees to purchase any benefits the new corporation may offer exclusively from FCC or its assignees.

10. Both parties agree to a buy-sell clause of this agreement that entitles the other party to first right of refusal to any bona fide transfer or offer of the other party's interest in the new corporation.

Agreed,

Larry Kozin

Federal Chamber of Commerce, LLC
by Arnie Katz, Chairman & CEO

Date _____

Date _____