

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Noisy S.O.D., Inc.		02/25/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Estate of David Peverett		
Composed Of:	COMPOSED OF Seth Lubin as Personal Representative		
Street Address:	15751 SW 41st Street, Suite 100		
City:	Ft. Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33331		
Entity Type:	Estate: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78066476	FOGHAT	
CORRESPONDENCE DATA			
Fax Number:	(816)531-7545		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	816-460-2516		
Email:	ldlewis@sonnenschein.com		
Correspondent Name:	Lara Dickey Lewis		
Address Line 1:	4520 Main Street, Suite 1100		
Address Line 4:	Kansas City, MISSOURI 64111		
NAME OF SUBMITTER:	Lara Dickey Lewis		
Signature:	/Lara Dickey Lewis/		
Date:	03/03/2005		
Total Attachments: 1			

OP \$40.00 78066476

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TRADEMARK  
REEL: 003038 FRAME: 0091



**QUITCLAIM TRADEMARK ASSIGNMENT**

This Trademark Assignment Agreement ("Agreement") is entered into and effective as of this 25 day of February, 2005, by and between Noisy S.O.D., Inc., a corporation duly organized under the laws of the State of New York, 46 Shore Road, East Setauket, New York 11733 ("Assignor"), and Seth Lubin, as duly appointed personal representative of the Estate of David Peverett, a Florida estate, having a business address at 15751 SW 41<sup>st</sup> Street, Suite 100, Ft. Lauderdale, Florida 33331 ("Assignee").

**WITNESSETH:**

WHEREAS, Assignor has ownership rights, under the common law, state law, and federal law, in and to the mark FOGHAT as shown in U.S. Application for Trademark Registration Serial No. 78/066476, filed May 30, 2001, for use in connection with merchandise including, but no limited to, clothing, namely, t-shirts, sweat shirts, tank tops, pants, shorts, caps, and scarves (the "Mark"); and

WHEREAS, Assignor is desirous of quitting any claim it may have to 1/2 of the ownership rights in and the Mark;

WHEREAS, Assignee is desirous of acquiring 1/2 of the ownership rights in and to the Mark as such rights, if any, are owned by Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, be it known that:

Assignor has quitclaim deeded, assigned, transferred and conveyed and does hereby quitclaim deed, assign, transfer and convey unto Assignee, and its successors, assigns and legal representatives, 1/2 of all right, title and interest in and to the Mark together with that part of the goodwill of the business connected with the use of and symbolized by the Mark, and all claims for damages by reason of past infringement of the Mark with the right to sue for and collect damages.

Assignor also hereby quitclaim deeds, assigns, transfers and sells unto Assignee 1/2 of all right, title and interest in and to the Mark and in and to applications for foreign trademarks therefor in all countries foreign to the United States of America, including all rights under any and all international conventions and treaties in respect of the Trademarks in foreign countries.

Assignor agrees that, when requested, it will sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining the Mark in all countries and for vesting 1/2 title thereto in Assignee, its successors, assigns and legal representatives or nominees.

Assignor covenants to Assignee, its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.

IN WITNESS WHEREOF, Assignor has executed this agreement by its duly authorized representative on the date written above:

NOISY S.O.D., Inc.

By: 

Roger Earl, President

Dated: 2-25-05

State of N.Y.

County of N.Y.

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) SS:  
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Before me personally appeared Roger Earl and acknowledged the foregoing instrument to be his free act and deed this 25 day of FEBRUARY, 2005.

My Commission Expires 

THOMAS M. WEBER

Notary Public, State of New York

No. 31-4778032

Qualified in New York County

Commission Expires March 30, 2006