

10-04-2004

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102850391

To the Director of the U. S. Patent and Trademark Office, _____, or the new address(es) below.

9-30-04

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

GLENN GOSLING

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

Citizenship (see guidelines) _____

Execution Date(s) 3/24/04

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Empire Bonds, Inc

Internal Address: 169 Spring Street

Street Address: _____

City: New York

State: New York

Country: USA Zip: (001)

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New York
- Other _____ Citizenship _____

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)

78213514

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

Flying A

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

Name: Marcus Stephen Harris

Internal Address: 47 W. Polk Street
100-148

Street Address: _____

City: Chicago

State: IL Zip: 60605

Phone Number: 312 692 0114

Fax Number: 312 577 0428

Email Address: Mharris@dis.bal-trademarks.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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]

Signature

9/25/04

Date

Marcus Stephen Harris



Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

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

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 78348406	December 30, 2003
FLYING A	United States 78213514	February 11, 2002
	Canada 1202506	December 30, 2003
FLYING A & Design	Canada 1202506	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.

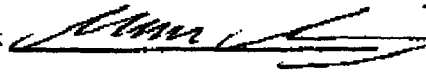
Assignor further covenants that it will, pursuant to any reasonable written request of Assignee, execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademarks.

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:

Glenn Gosling

Signature: 

State of ~~New York~~ Arizona
County of Maricopa

Before me this 24 day of March, 2004 appeared Glenn Gosling 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 purpose therein expressed.


Notary Public

My Commission Expires: 8 July 2007

