

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Flapdoodles, Inc.	FORMERLY Flap 2001, Inc.	09/20/2004	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flapdoodle Apparel LLC		
<b>Street Address:</b>	112 West 34th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10177		
<b>Entity Type:</b>	Limited Liability Company:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1996038	FLAPDOODLES	
Registration Number:	1508286	FLAPDOODLES	
Registration Number:	2158400	AQUADOODLES	
Registration Number:	1435665	MOUSEFEATHERS	
Serial Number:	75214359	DOODLES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)953-7201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2124159200		
<b>Email:</b>	ny.trademark@dorsey.com		
<b>Correspondent Name:</b>	Linda Leone		
<b>Address Line 1:</b>	250 Park Avenue		
<b>Address Line 2:</b>	Dorsey & Whitney		
<b>Address Line 4:</b>	New York, NEW YORK 10177		
<b>NAME OF SUBMITTER:</b>	Linda Leone		

OP \$140.00 1996038

Signature:

/LL/

Date:

04/20/2005

Total Attachments: 3

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### **TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** is made and delivered this 20<sup>th</sup> day of September, 2004, by Flapdoodles, Inc., formerly known as Flap 2001, a Delaware corporation ("Seller"), to Flapdoodles Apparel LLC, a New York limited liability company ("Purchaser"), pursuant to that certain Asset Sale Agreement dated as of the date hereof (the "Purchase Agreement") by and among Seller, Purchaser, Marc Ham and Carole Bieber. Capitalized terms not defined herein have meanings ascribed to them in the Purchase Agreement.

**WITNESSETH, THAT FOR AND IN CONSIDERATION** of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and pursuant to the Purchase Agreement Seller hereby bargains, sells, grants, assigns, transfers, conveys, and delivers unto Purchaser, its successors and assigns:

WHEREAS, Assignor is the owner of the goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, Assignor is the owner of the federal trademark registrations and other registrations listed in Schedule A, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Registrations");

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademarks and the Registrations worldwide; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks and Registrations worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title and interest as Assignor may possess in and to the following:

- (1) the Trademarks and Internet domain names listed set forth in Schedule A; and
- (2) the Registrations set forth in Schedule A;

together with the goodwill symbolized by said Trademarks and Registrations.

Assignor represents and warrants that:

A. It owns the Trademarks free and clear of all liens, encumbrances, charges, claims or other rights whatsoever of any third parties.

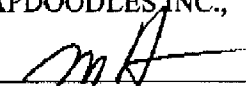
B. It has not heretofore transferred, pledged, or otherwise granted an interest in the Trademarks or the Registrations, and that the Trademarks and Registrations are not currently subject to any license agreement, settlement agreement, or covenant not to sue.

C. It shall promptly complete and submit, and provide any other information in connection with, the Internet domain name transfer agreement set forth in Schedule B, attached hereto and incorporated herein by reference, as necessary to transfer to Assignee the Internet domain name listed in Schedule A.

D. Assignor will, at the request and expense (with respect to any necessary out-of-pocket costs) of Assignee, execute all documents provided by Assignee, and otherwise cooperate with Assignee, as is reasonably necessary to effectuate the transfer of the Trademarks and Registrations to Assignee, including to record the assignment of the Registrations to Assignee.

Executed this 20<sup>th</sup> day of September, 2004.

FLAPDOODLES INC.,

By: 

Marc Ham

**Schedule A**

<b><u>TRADEMARK</u></b>	<b><u>SERIAL NUMBER</u></b>	<b><u>REGISTRATION NUMBER</u></b>
Flapdoodles	74568051	1996038
Flapdoodles (stylized)	73697222	1508286
Aquadoodles	75214360	2158400
Doodles	75214359	
Mouse feathers		1435265

**Domain Name**

The domain name is www.flapdoodles.com

