

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
Stanley S. Merritt		07/30/2005	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Donald J. Trump		
Street Address:	725 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022-2519		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78419359	TRUMP	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 969-4441		
Email:	TRADEMARK@PROSKAUER.COM		
Correspondent Name:	S.V. HEUER		
Address Line 1:	1585 Broadway		
Address Line 2:	Room 18-102		
Address Line 4:	New York, NEW YORK 10036-8299		
NAME OF SUBMITTER:	S.V. HEUER		
Signature:	/S.V. HEUER/		
Date:	09/09/2005		
Total Attachments: 3			

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SETTLEMENT

THIS AGREEMENT is entered into this 30th day of July, 2005, by and between Stanley S. Merritt and Stan Merritt Inc. (collectively, "Assignor"), with an address of 6 Glenby Lane, Brookville, NY 11545 on the one hand, and Donald J. Trump ("Assignee"), with an address of 725 Fifth Avenue, New York, NY 10022, on the other hand. Assignor and Assignee may be referred to herein collectively as the "Parties."

WHEREAS, Assignor has been selling cologne, perfume, and aftershave under the trademark TRUMP since 1988; and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title, and interest in and to the TRUMP trademark in connection with cologne, perfume, and aftershave;

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

1. Upon full execution of this Agreement and receipt by Assignor's counsel of the \$15,000 payment set forth in Paragraph 3 below, Assignor will permanently refrain from adopting, using, or registering any trademark, service mark, Internet domain name, keyword or other identifier, business name, band name and/or designation consisting in whole or in part of the mark, word, designation, text string, or name TRUMP, or any mark or name confusingly similar thereto in connection with cologne, perfume, and/or aftershave.

2. Assignor hereby assigns unto Assignee any and all of its worldwide rights, title and interest in and to the mark TRUMP, together with the goodwill of the services symbolized by the mark TRUMP, including any and all trademark applications filed or registrations obtained for the mark TRUMP (including U.S. Reg. No. 1,688,637 and U.S. SN 78/419,359), as well as all rights to sue and recover for past infringement, and to register the mark TRUMP in Assignee's name.

3. ~~Within ten (10) days of full execution of this Agreement, Assignee will pay or cause to be paid to Assignor [REDACTED] by delivering a check for that amount payable to Stanley S. Merritt to 6 Glenby Lane, Brookville, NY 11545.~~

4. Assignor hereby warrants and represents that it has the right, power, and

authority to enter into this agreement and to grant the rights granted herein; that there are no former business partners, distributors, affiliates, or others who may claim any rights to the TRUMP mark as used by Assignors, and that to the best of its knowledge there are no third party users of the name TRUMP as a name for or in connection with cologne, perfume, and/or aftershave.

5. Assignor agrees to execute all documents and assist in all proceedings to perfect, register, or record the rights of the Assignee to the TRUMP trademark as Assignee may deem appropriate. If Assignor does not, within ten days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

6. Except for those rights, duties, obligations, claims, causes of action, and defenses specifically created by this Agreement, Assignor, for itself and its respective agents, employees, partners, successors, and assigns, hereby releases and forever discharges Assignee and his employees, licensees, partners, successors, affiliates, and assigns of and from any and all claims, demands, causes of action, controversies, damages, losses, costs, expenses, and all other liabilities whatsoever, both in law and in equity, which Assignor now has or ever may have had against Assignee from the beginning of the world to the date of this Agreement, in connection with the trademark TRUMP.

7. Except for those rights, duties, obligations, claims, causes of action, and defenses specifically created by this Agreement, Assignee, for itself and its respective agents, employees, partners, successors, and assigns, hereby releases and forever discharges Assignor and its employees, officers, directors, shareholders, partners, successors, affiliates, parents and assigns of and from any and all claims, demands, causes of action, controversies, damages, losses, costs, expenses, and all other liabilities whatsoever, both in law and in equity, which Assignee now has or ever may have had against Assignor from the beginning of the world to the date of this Agreement, in connection with the trademark TRUMP.

8. The Parties, and each of them, by execution of this Agreement, acknowledge that they have read this Agreement in its entirety; that they have received the advice of legal counsel

of their own choosing regarding the form, substance, and effect of this Agreement; that they have executed this Agreement of their own free will and accord; and that each party further represents and warrants that the person executing this Agreement on behalf of the Party is duly authorized to do so and has full authority to bind the Party hereunder.

9. This Agreement is worldwide in scope and is binding on and will inure to the benefit of each of the Parties hereto and their respective parents, subsidiaries, and affiliates and the predecessors, successors, designees, attorneys, agents, representatives, employees, heirs, and assigns of the Parties and of the parents, subsidiaries, and affiliates of the Parties.


10. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and/or written agreements and discussions between or among them. The Parties acknowledge and agree that there are no conditions, covenants, agreements, or understandings between or among any of them with respect to the subject matter hereof, except as set forth in this Agreement. Only a further writing signed by both Parties can amend this Agreement.

11. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

ACKNOWLEDGED AND AGREED TO BY:


STANLEY S. MERRITT

DON


Date Signed: 30 July 2005


Date Signed: _____

STAN MERRITT, INC.


By: _____
Title: President
Date Signed: 30 July 2005