

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
Bryan Roach		07/01/2005	INDIVIDUAL:

RECEIVING PARTY DATA	
Name:	Max Humphrey
Street Address:	c/o Richard Grabel, Esq., Davis, Shapiro, Lewit, Montone & Hayes, LLP, 689 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	INDIVIDUAL:
Name:	Andrew Bayers
Street Address:	c/o Richard Grabel, Esq., Davis, Shapiro, Lewit, Montone and Hayes, LLP, 689 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	INDIVIDUAL:
Name:	Ryan George
Street Address:	c/o Richard Grabel, Esq., Davis, Shapiro, Lewit, Montone and Hayes, LLP, 689 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	INDIVIDUAL:
Name:	Nathaneal Keefer
Street Address:	c/o Richard Grabel, Esq., Davis, Shapiro, Lewit, Montone and Hayes, LLP, 689 Fifth Avenue

OP \$40.00 78328399

City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78328399	THE ADORED

CORRESPONDENCE DATA

Fax Number: (212)586-5175
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jaw@srflp.com, sl@srflp.com
 Correspondent Name: Jeffrey A. Worob, Esq.
 Address Line 1: Serling Rooks & Ferrara, 119 Fifth Ave
 Address Line 2: 3rd Floor
 Address Line 4: New York, NEW YORK 10003

NAME OF SUBMITTER:	Jeffrey A. Worob
Signature:	/jeffrey a worob/
Date:	03/13/2006

Total Attachments: 4
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WORLDWIDE ASSIGNMENT OF MARKS

AGREEMENT made as of the 1st day of July, 2005, between Bryan Roach (hereinafter referred to as "Assignor"), c/o Jeffrey A. Worob, Esq., Serling, Rooks and Ferrara, LLP, 254 West 54th Street, New York, New York 10019 and Ryan George, Andrew Bayers, Max Humphrey and Nathanael Keefer (hereinafter jointly and severally referred to as "Assignee") c/o Richard Grabel, Esq., Davis, Shapiro, Lewit, Montone and Hayes, LLP, 689 Fifth Avenue, New York, New York 10022, with respect to the assignment of the trademark rights in and to the name "The Adored" and "Adored".

WHEREAS, Assignor has adopted, has used and is using certain trademarks and service marks, and registrations and applications therefor, in connection with entertainment goods and/or services (collectively the "Adored Mark"); and

WHEREAS, Assignor wishes to transfer all ownership interest in and to the Adored Mark: and

WHEREAS, Assignee and wishes to purchase the Adored Mark.

NOW, THEREFORE, For Ten Thousand (\$10,000) Dollars (payable \$5,000 Assignor's execution hereof and \$5,000 upon completion of all transfer and assignment paperwork, including that related to "www.theadored.net") and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, it is agreed:

1. Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, absolutely and forever, all right, title and interest it has, whether under statute or at common law, in and to the Adored Mark, together with the goodwill connected with or symbolized by them throughout the world, and all registrations and pending applications therefor, if any, and all rights to obtain renewals, reissues and extensions or other legal protections pertaining thereto, in all countries throughout the world (collectively "All Marks"), together with all rights to sue in equity or at law for any and all infringements or other impairments of All Marks occurring prior to the date of this Assignment, including the right to receive and retain proceeds and damages relating to those infringements and other impairments.

Simultaneously with Assignor's execution hereof, Assignor specifically agrees to assign to Assignee (at no cost to Assignor) its application of the registration in the United States Patent and Trademark Office (Serial #78/328399).

On or before October 1, 2005, Assignor further specifically agrees to assign to Assignee (at no cost to Assignor) its registration in the domain name www.theadored.net. Simultaneously with Assignor's execution hereof, Assignor will amend its profile and other identifiers (including the applicable URL) and any and all rights in the name "The Adored" and/or "Adored" within "MySpace".

2. Upon Assignee's written request, Assignor agrees to execute such further papers as are prepared by Assignee (or its counsel), or Assignee's record label, at Assignee's sole cost and expense and do such other acts, all as may be reasonably necessary and proper to effectuate the rights assigned hereunder and which shall be reasonably satisfactory to Assignee and Assignee's counsel.

3. Any and all costs and expenses for the recording of this Assignment, in a form appropriate

under the relevant local law, with all appropriate authorities in the United States and worldwide shall be the sole responsibility of the Assignee and shall be borne by Assignee, provided Assignor will reasonably cooperate with all efforts of Assignee in connection therewith.

4. Assignor hereby warrants and represents the following:

(i) Assignor, their agents, servants, present employees, past employees, bandmembers, and all persons acting in concert or participation with Assignor, or any of them, shall not use the Adored Mark in connection with any of its existing or future goods and services, and Assignor, or any of them, shall not object to, contest, oppose, seek cancellation of, or in any other way interfere with, directly or indirectly, Assignee's (or Assignee's licensees and/or assigns) use and/or registration of the Adored Mark.

(ii) As of the Effective Date of this Assignment, Assignor shall not use or apply to register, or authorize another to use or apply to register, any mark or name that includes "Adored", or any mark or name so nearly resembling "Adored" as to be likely to lead to confusion or uncertainty or to mislead the public in connection with its business and the business of Assignee. Any mark or name including the term "adored or Adored" will be deemed confusingly similar.

(iii) Assignee shall not be required to make any payment of any nature for, to Assignor or any third party, or in connection with, the acquisition, exercise or exploitation of rights by Assignee pursuant to this Assignment, except as specifically provided herein.

5. Assignor hereby agrees to indemnify and hold Assignee and Assignee's respective successors, assigns, agents, companies and licensees harmless against any claim, liability, cost and expense (including attorneys' fees and legal costs) in connection with any claim which is inconsistent with any agreement, covenant, representation, or warranty made by Assignor herein. Assignor will reimburse Assignee upon demand for any payment made by Assignee at any time after the date hereof in respect of any claim, liability, damage or expense to which the foregoing indemnity relates.

Assignee hereby agrees to indemnify and hold Assignor and Assignor's respective successors, assigns, agents, companies and licensees harmless against any claim, liability, cost and expense (including attorneys' fees and legal costs) in connection with any claim which is inconsistent with any agreement, covenant, representation, or warranty made by Assignee herein. Assignee will reimburse Assignor upon demand for any payment made by Assignor at any time after the date hereof in respect of any claim, liability, damage or expense to which the foregoing indemnity relates.

6. While the existence of this Assignment may be disclosed, the terms and provisions thereof shall not be publicly disclosed or referred to without the parties' prior consent, unless required by applicable statute, governmental agency or contract.

7. This Assignment shall be binding upon the parties hereto, and upon the successors, assigns, agents, companies and licensees of the parties hereto. The parties agree that it is in their commercial interest to be bound by the terms of this Assignment.

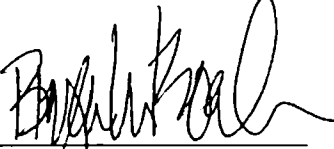
8. This Assignment has been entered into in the State of New York and the validity.

interpretation and legal affect of this Assignment shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York, without regard to any conflict of laws principles. The federal or state courts located in the State and County of New York shall have exclusive jurisdiction over any action which may arise out of this Assignment, all

disputes between the parties hereto pertaining to this Assignment and all matters related hereto.

This Assignment is effective as of the 1st day of July, 2005 (the "Effective Date").

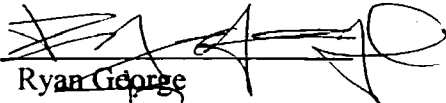
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered:




Bryan Roach

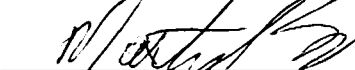
"Assignor"

IN WITNESS WHEREOF, Assignee accepts and agrees to this Assignment:



Ryan George

Andrew Bayers

Max Humphrey

Nathanael Keefer

Jointly and Severally "Assignee"