

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
Miriam Ghosn		01/26/2006	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	World Fighting Alliance, Inc.		
Street Address:	520 South Fourth Street		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89101		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78688092	WFA WORLD FIGHTING ALLIANCE	
CORRESPONDENCE DATA			
Fax Number:	(702)792-9010		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	702-792-3773		
Email:	lvpto@gtlaw.com		
Correspondent Name:	Lauri S. Thompson		
Address Line 1:	3773 Howard Hughes Parkway		
Address Line 2:	500 North		
Address Line 4:	Las Vegas, NEVADA 89109		
NAME OF SUBMITTER:	Miriam Ghosn		
Signature:	/Miriam Ghosn/		
Date:	04/12/2006		
Total Attachments: 7			

CH 78688092 \$40.00

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TRADEMARK ASSIGNMENT AGREEMENT

26 This Trademark Assignment Agreement (this "Agreement") is made this day of January, 2006 (the "Effective Date"), by and between Miriam Ghosn, a United States citizen ("Assignor") whose business address is as indicated in Section 12 and the World Fighting Alliance, Inc., a Nevada corporation ("WFA"), Ross Goodman, a United States citizen ("Goodman," and together with WFA, "Assignee"), whose business address is as indicated in Section 12.

WHEREAS, Assignor has applied for registration of such trademarks with the United States Patent and Trademark Office (the "Trademark Applications") and owns all right, title and interest thereto; and

WHEREAS, Assignee wishes to acquire all right, title and interest in the Trademark Applications, and Assignor wishes to sell its interests in the Trademark Applications to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. Trademark Application Assignment. Assignor hereby forever assigns and transfers over to Assignee, and its successors, representatives and assigns, all right, title and interest in the Trademark Applications and any and all Registered Trademarks ensuing therefrom, including all reexaminations, extensions and reissues thereof.

2. Payment. In consideration of the assignment of the Patent Application and the Trademark Applications pursuant to this Agreement, and of the promises and covenants contained herein, Assignee shall pay to Assignor a purchase price of ten dollars (\$10.00) the sufficiency of which is acknowledged.

a. "Utilization" shall include all commercial use, utilization, exploitation, licensing, sublicensing, sale or other transfer, or other activity or transaction generating proceeds, compensation, revenues or the like from the Intellectual Property.

b. "Intellectual Property" shall include the registered Trademark, Trademark Applications and any and all Trademarks ensuing from such applications.

c. Utilization shall be at the sole and absolute discretion of Assignee; without in any manner limiting the foregoing, Assignee in its sole and absolute discretion will determine and implement the marketing plan and strategy, may effect joint venture, licensing, sale or other commercial transactions with third parties, will determine pricing structure, sale prices and the like, will determine which geographical markets to pursue, and will determine what costs and expenses are to be incurred in such Utilization activities.

3. **Applicability and Non-Competition.** This Agreement shall apply equally and in full force and effect to any and all right, title or interest to any and all of Assignor's right, title or interest to trademarks or trademark applications not otherwise specifically described in the recitals hereof or in Sections 1 or 2 but which would be derived from, support, enhance, facilitate, be a product or prototype of, software for, engineering or drawings of, or otherwise related to or affiliated with the Invention or the Intellectual Property described the Trademark Applications, including all goodwill associated therewith. Furthermore, Assignor shall refrain from any activity, alone or in conjunction with any other party, which objective would be to invent, develop, sell or market any product or service which would be reasonably considered to be competitive with the Invention or the Intellectual Property described in the Trademark Applications, and Assignee may sue for damages and injunctive relief should Assignor breach this covenant.

4. **Injunctive Relief.** The Parties acknowledge that, if a court of competent jurisdiction should find that Assignor has violated any of the provision set forth above, such violation will result in substantial damages and injury to the Assignee, the precise amount of which may be extremely difficult or impracticable to determine. Accordingly, the Assignee shall be entitled to the entry of specific performance and an injunction without the necessity of having to post a bond or other security, which injunction shall remain in place pending completion of any action or lawsuit commenced by Assignee. Such remedies shall not be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or equity to Assignee. Moreover, the Assignee in any such injunction proceedings shall be awarded its reasonable attorneys' fees and costs incurred by reason of the enforcement and protection of its rights hereunder.

5. **Assignor's Representations and Warranties.** Assignor hereby represents and warrants that it is the sole owner and has all right, title and interest in the registered Trademark and the Trademark Applications, has the legal right and authority to execute this Agreement, and to validly assign the entire right, title and interest in and to the Invention, Intellectual Property, registered Trademark and Trademark Applications to Assignee. Assignor further represents and warrants that it has not executed any other agreement that would conflict with the terms of this Agreement or otherwise interfere with Assignee's rights under this Agreement, nor shall it execute any such agreement in the future. All representations, warranties, covenants, and obligations of Assignor under this Agreement shall be the joint and several obligations of each Assignor.

a. **Indemnification.** Assignor hereby agrees to indemnify and hold Assignee harmless from any damages, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any breach of Assignor's representations and warranties set forth in this Agreement, including, but not limited to, any claim of right, title or interest in or to the Invention, Intellectual Property, Trademarks and Trademark Applications, or any claim of, trademark infringement, unfair competition or the like relating to the Invention, Intellectual Property, Trademarks and Trademark Applications.

6. Further Actions. Assignor hereby agrees to execute any further documents and agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the registered Trademark and the Trademark Applications, including the Invention and Intellectual Property described therein, and in enforcing any and all protections or privileges deriving from the Trademark Applications, including the Invention and Intellectual Property described therein including, cooperation and participation with Assignee in any filings or registrations with any governmental or regulatory authorities, including, without limitation, the Nevada Athletic Commission or the United States Patent and Trademark Office.

7. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Nevada, without regard to conflicts of law principles. To the extent necessary, the Parties agree and consent to personal jurisdiction and service of process and venue in the courts located within Clark County, Nevada, for the purposes of any action, suit, claim or proceeding arising out of or relating to this Agreement, and such venue in Clark County, Nevada, shall be the sole and exclusive venue for any action, suit, claim or proceeding arising out of or relating in any manner whatsoever to this Agreement. The Parties further agree and consent that, in addition to the rules of court for service of process, in any such action, suit, claim or proceeding, service of process may be effected upon the other Party at the addresses set forth in Section 12 by hand delivery, first class or international mail, facsimile, or by the use of an overnight provider such as Federal Express, United Parcel Service, United States Post Office or the like. The prevailing Party in any such action or proceeding shall be entitled to an award of all reasonable attorney's fees and costs.

8. Counterparts and Facsimile Execution. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed with signatures transmitted by facsimile, and upon such transmission shall constitute a valid and binding agreement of the executing party. In such cases, the executing party shall deliver to the other party an "ink signed" original of this Agreement by Federal Express or other reputable overnight delivery service promptly thereafter.

9. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

10. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor: Miriam Ghosn
3425 E. Westridge Drive
Orange, California 92867

If to Assignee: Ross Goodman
 520 South Fourth Street
 Las Vegas, Nevada 89101

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address in the manner set forth above.

11. Headings and Exhibits. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement. All Exhibits referenced in this Agreement are hereby incorporated and made a part of this Agreement. Section, Paragraph, Article and Exhibit references are to Sections, Paragraphs, Articles and Exhibits in this Agreement unless otherwise specified.

12. Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. The Parties expressly agree that the provisions of this section precluding modification of this Agreement except in writing may not be waived orally or by course of conduct, notwithstanding case law to the contrary.

13. Assignability. Assignee may at his sole and absolute discretion assign or otherwise transfer any or all of its rights and obligations under this Agreement to any entity which he controls directly or indirectly.

14. Careful Review. By signing this Agreement, the undersigned do hereby acknowledge and warrant that this Agreement was carefully reviewed in its entirety by or to the undersigned and, as such, the Parties hereto rely wholly upon their own judgment, belief and knowledge as to the nature and extent of this Agreement. Each of the Parties acknowledge that they have not been influenced by the other Party by any representations or statements concerning or regarding any matters within this Agreement, and that this Agreement was signed and executed voluntarily and without reliance upon any statement or representation of or by any other Party, or any representative or agent of same.

15. Tax Consequences. The Parties shall be respectively and solely responsible for any tax consequences resulting from any payments, transfer and assignments to the Parties made under this Agreement and agree that none of the Parties to the Agreement have rendered any tax advice whatsoever to the Parties regarding any tax consequences relating to or arising out of this Agreement.

16. Confidentiality. Unless otherwise agreed to in writing by Assignee,

Assignor will keep confidential this Agreement and all documents, financial statements, reports or other information provided to, or generated by Assignee and provided to Assignor relating to this Agreement and the transactions contemplated hereby and will not disclose any such information to any person other than any governmental, administrative, regulatory or judicial authorities in the investigation of the compliance of the Intellectual Property with applicable legal requirements. The provisions of this Section will survive the termination of this Agreement.

17. Professional Fees. In the event of the bringing of any action, arbitration or suit by a party hereto against another party hereunder by reason of any breach any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party will be entitled to have the recovery of and from the other party all costs and expenses of the action, arbitration or suit, actual attorneys' fees, witness fees and any other professional fees resulting therefrom.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

ASSIGNOR

Miriam Ghosn

Signature

MIRIAM GHOSN

Miriam Ghosn

ASSIGNEE

Ross Goodman

Signature

Ross Goodman

Ross Goodman, President
World Fighting Alliance, Inc

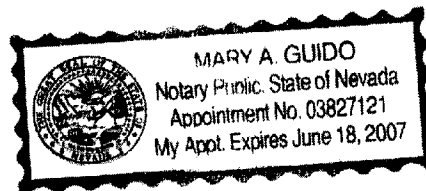
State of Nevada)
) ss
County of Clark)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Miriam Ghosn personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Miriam Ghosn signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26th day of January, 2006

Mary A. Guido
Signature of Notary Public

(Seal)
Mary A. Guido
Printed Name of Notary



My commission expires on June 18, 2007.

State of Nevada)
) ss
County of Clark)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ross Goodman personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Ross Goodman signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26th day of January, 2006.

Mary A. Guido
Signature of Notary Public



(Seal)
Mary A. Guido
Printed Name of Notary

My commission expires on June 18, 2007