

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/11/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Prince's Trust		04/11/2006	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Prince's Trust Trading Limited
Street Address:	18 Park Square East
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	NW1 4LH
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78679414	ROCKS FOR THE PRINCE'S TRUST

CORRESPONDENCE DATA

Fax Number: (860)286-0115
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (860) 286-2929
 Email: TM@cantorcolburn.com
 Correspondent Name: George A. Pelletier, Jr.
 Address Line 1: 55 Griffin Road South
 Address Line 2: Cantor Colburn LLP
 Address Line 4: Bloomfield, CONNECTICUT 06002

ATTORNEY DOCKET NUMBER:	STH-0008-T
-------------------------	------------

DOMESTIC REPRESENTATIVE

Name: George A. Pelletier, Jr.

CH \$40.00 78679414

Address Line 1: 55 Griffin Road South
Address Line 2: Cantor Colburn LLP
Address Line 4: Bloomfield, CONNECTICUT 06002

NAME OF SUBMITTER:	George A. Pelletier, Jr.
Signature:	/gapjr/
Date:	07/27/2006

Total Attachments: 3
source=Assignment The Prince's Trust to Trust Trading#page1.tif
source=Assignment The Prince's Trust to Trust Trading#page2.tif
source=Assignment The Prince's Trust to Trust Trading#page3.tif

SCHEDULE 2
Assignment Deed

From: The Prince's Trust
18 Park Square East
London NW1 4LH
Registered Charity number 1079675

("Charity")

To: Prince's Trust Trading Limited
18 Park Square East
London NW1 4LH

("PTT")

April 11th 2006


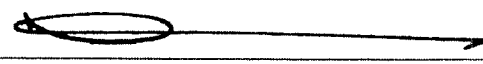
Dear Sirs

Re: Assignment of Fashion Rocks Trade Name and Logo ("Name")

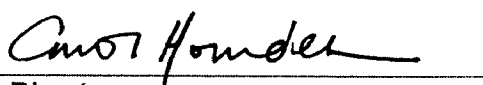
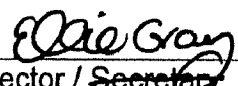
1. The Charity hereby assigns in perpetuity to PTT with effect from the date of this Deed:
 - (a) all the trade mark applications and registrations set out at the Schedule to this letter relating to the Name; and
 - (b) all other rights it has in the Name including all intellectual property it has in the Name including all rights, title and interest that it has in and to the Name including:
 - (i) format rights;
 - (ii) goodwill;
 - (iii) the right to apply for registration of the Name as a trade mark anywhere in the world; and
 - (iv) all rights to institute and maintain proceedings for infringement, passing off and unauthorised use including the right to sue for past infringements.
2. The Charity hereby undertakes to PTT that the Charity shall, at the PTT's request, use all reasonable endeavours to do or procure to be done all further acts and things and execute or procure the execution of all other documents as may be required from time to time for the purposes of giving effect to the intention of this letter. PTT hereby undertakes to the Charity that PTT will pay the Charity's reasonable costs in this regard.


3. A provision of this Deed and any right created under it cannot be waived or varied except in writing signed by the parties.
4. This Deed and any documents to be entered into pursuant to it shall be governed by and construed in accordance with English Law.

**EXECUTED and UNCONDITIONALLY
DELIVERED AS A DEED by
THE PRINCE'S TRUST**
under the hand of its authorised officers:

)
) * 
) Director
)
) 
) Director / Secretary

**EXECUTED and UNCONDITIONALLY
DELIVERED AS A DEED by
PRINCE'S TRUST TRADING LIMITED**
under the hand of its authorised officers:

)
) 
) Director
)
) 
) Director / Secretary

<u>Country</u>	<u>Mark</u>	<u>App'l'n No / Date</u>	<u>Reg'n No / Date</u>	<u>Case Status</u>	<u>International Classes</u>	<u>Status as at 4th April 2006</u>
United States of America		78/679414 (27/07/05)	-	Pending	09,14,16,25,41	Awaiting first official action