

King Raymond Green COMPANY:

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date: 10/18/2006 DLINSEY SWILSONE 00000001 KING RAYMOND GR



Form PTO-L304 (Rev. 03/01) OMB No. 0651-0027 (exp. 6/31/06) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): CHARLES R. STEVENS STEVE CHARLES Individual(s) Association General Partnership Limited Partnership Corporation-State Other

2. Name and address of receiving party(ies) Name: KING RAYMOND GREEN Internal Address: POWERHOUSE PRODUCTIONS Street Address: 2650 ROCK CREEK DRIVE City: DOVER State: PA Zip: 17315 Individual(s) citizenship: USA Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: AUGUST 23, 2006

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

73/333530

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: KING RAYMOND GREEN Internal Address: POWERHOUSE PRODUCTIONS

Street Address: 2650 ROCK CREEK DRIVE

City: DOVER State: PA Zip: 17315

8. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed

8. Deposit account number: 01 FC:8521 40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Charles R. STEVENS SR.

Signature

10-04-06 Date

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK

REEL: 003458 FRAME: 0037

POWERHOUSE PRODUCTIONS

2650 Rock Creek Drive, Dover Pennsylvania 17315

Office 717 292-7500 Fax Number 717 308-9925

Agreement is made this 23rd day of August, 2006 by and between King Raymond Green for Powerhouse Productions, 2650 Rock Creek Drive, Dover Pennsylvania 17315. (Hereinafter referred to as "Artist") and Charles R. Stevens A.K.A. Steve Charles 1703 Irving Street N.E. Washington, D.C. 20017 or P.O. Box 80171 Washington, D.C. 20018 (Hereinafter referred to as "Trademark Owner").

1. The Trademark Owner hereby grants and Artist engages in Trademark Owner exclusive personal services in connection with the production of live and recorded musical entertainment.
2. The Trademark Owner agrees to give the Artist sole and exclusive right to use the U.S. Trademark, "The Clovers" domestically and internationally. The Trademark Owner agrees that the Artist may use the Trademark "The Clovers" for all forms of live and recorded musical entertainment, which includes but is not limited to; concerts, cabarets, recording sessions, television shows, radio shows, weddings, private events, fund raisers, etc.
3. The Trademark Owner also agrees that the Artist may use the U.S. Trademark "The Clovers" on all literary and recorded material used domestically and internationally which includes but is not limited to; promotional pictures, posters, CDs, records, tapes, stationary, tee shirts, etc. It is also agreed that the Artist will pay to the Trademark Owner one fifth of the net receipts of any revenues received by the Artist for any of the aforementioned items.
4. This contract shall be a binding agreement between the Trademark Owner and the Artist for a period of three years, commencing at the signing of this agreement. This agreement shall automatically be renewed for an additional Three years at the end of the initial three year term previously specified, unless either party notifies the other party that they wish to end this agreement. Cancellation of this agreement by either party must be in writing and submitted to the other party within thirty days prior to the end of the current term.



TRADEMARK

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5. In consideration of the services to be rendered by the Trademark Owner, the Artist agrees to pay in compensation to the Trademark Owner the sum total of one fifth of the net receipts of all live performances, and paid recording sessions. This compensation to the Trademark Owner is to be paid by Artist company check, (Powerhouse Productions) each week that a paid performance is made by the Artist. It is also agreed that the payday each week may vary depending on the day of the week the engagement is held, and the time the clients checks clears at the bank. It is also agreed that a monthly statement will be issued to the Trademark Owner at the end of each month exhibiting all profit, loss, expenditures, health insurance, salaries etc. At the end of each tax year a 1099 form will be issued to the Trademark Owner by the Artist, and the Trademark Owner will be responsible for all of his taxes.

6. It is agreed that the Trademark Owner and the Artist have conferred on the issue of Personal Management for the Artist, and both parties agree that Maximum Talent shall be the Personal Management Representative for the Artist. Although the Artist has agreed with the Trademark Owner to use Maximum Talent as its Personal Management Representative, the Artist affirms that any Personal Management Representative is an employee of the Artist and the Artist reserves the right to pursue a new and change its Personal Management Representative if business differences become sour between the Artist and Personal Management and cannot be resolved or, the Artist feels that the Personal Management Representative is not working in the best interest of the Artist.

7. If relations between the Artist and its Personal management Representative become irreconcilable, the Artist shall submit written notification to the Personal Management Representative stating its wishes to end the relationship between the two parties within 30 days prior to the end of their signed agreement, or at the time of their irreconcilable disagreement or whatever is earlier. It is also agreed that any future engagement booked prior to the break up of the relationship between the Artist and the Personal Management Representative will be honored by the Artist, provided that all arrangements made for those particular engagements remain unchanged, in good faith, and as they were when the relationship between the two parties was stable. If a specific engagement or engagements and or their particular arrangements were the cause of the breaking up the relationship between the two parties, then new arrangements would have to be made to satisfy the Artist in order for the Artist to proceed to fill those engagement dates.

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8. It is the contention of the Artist that Personal Management works for the Artist, and that relationship shall be a viable endeavor for all parties involved. In the unforeseen and unfortunate event that a split between the Artist and the Personal Management Representative would take place; such a split would not in any way affect the agreement between the Artist and the Trademark Owner. It is also agreed that in the unlikely event that a new Personal Management Representative is sought, the Artist and the Trademark Owner will confer and agree on a new Personal Management Representative before a contract is signed with new Management.

9. In the case of death of the Artist, the Trademark Owner agrees to transfer the complete contents of this agreement to the next most senior member of "The Clovers". All terms of the contract which are current at the time of death shall remain the same, and passed on to the next current member by seniority. "The Clovers" seniority is as follows: 1. King Raymond Green, 2. Prentiss Floyd, 3. Victor Green, 4. Tyrone Crayton. In the event of death of the Trademark Owner, the Trademark Owner agrees to transfer all the rights to the U.S. Trademark "The Clovers" to the Artist. The rights to the U.S. Trademark "The Clovers" would then transfer to next current member of "The Clovers" by seniority. It is agreed that the hiring and dismissal of all personnel such singers, dancers, roadies, road managers etc., shall solely be at the discretion of the Artist.

10. It is agreed that the Trademark Owner will not sell, allow, assign lease, or transfer the use of the U.S. Trademark "The Clovers" to any other party, individual, company, partnership, or corporation during the time that this agreement is in force with the Artist. It is also agreed that the trademark Owner will not sell, allow, assign, lease, or transfer the use of the U.S. trademark "The Clovers" to any other current or former member or members of "The Clovers" in any way other than in the segment specified in paragraph eight of this agreement. The Trademark Owner must give the Artist the right of first refusal in the event that the Trademark Owner wishes to sell the U.S. Trademark "The Clovers". This portion (Paragraph nine) of this agreement will remain in force for ten years after the initial signing of this agreement.

11. This agreement may not be modified in any way unless agreed to, signed and notarized by both parties and accompanied by a completed U.S. Trademark Recordation form 1594.

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12. Illegality or unenforceability or any portion hereof shall not affect the legality or enforceability of the balance of this Agreement.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals the day and year hereinabove first written.

By King Raymond Green
Artist

By Charles R. Steven - AKA Steve Cha
Trademark Owner

Francis Balla
Witness

Bo Ball
Witness

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