

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Peter W Ratcliffe		02/21/2007	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HoodEz LLC		
<b>Street Address:</b>	10404 Stevenson Road		
<b>City:</b>	Stevenson		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21153		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78918209	HOODEZ	
<b>Serial Number:</b>	77057959	H	
<b>Serial Number:</b>	77110845	PRIDE YOUR RIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(410)332-8112		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4103328614		
<b>Email:</b>	alebbo@saul.com		
<b>Correspondent Name:</b>	Aida M. Lebbos		
<b>Address Line 1:</b>	500 East Pratt Street		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21202		
<b>ATTORNEY DOCKET NUMBER:</b>	948877.00003		
<b>NAME OF SUBMITTER:</b>	Aida M. Lebbos		
<b>Signature:</b>	/aida m lebbos/		

OP \$90.00 78918209

Date:

02/28/2007

Total Attachments: 2

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## ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights is entered as of the 21 day of FEBRUARY, 2007, by and between Peter W. Ratcliffe, an individual resident of the State of Maryland ("Assignor"), and HoodEz LLC, a Maryland limited liability company ("Assignee").

WHEREAS, ASSIGNOR is the owner of various pending or registered trademarks (the "Marks") as further described below, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used (the "Products"); and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, together with: (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks.

ASSIGNOR does hereby assign to ASSIGNEE all right, title and interest in and to the following trademarks and the goodwill of the business symbolized thereby:

### TRADEMARK APPLICATIONS

HoodEz  
United States Serial No. 78/918209

H (& Design)  
United States Serial No. 77/057959

PRIDE YOUR RIDE  
United States Serial No. 77/110845

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademark Rights under seal as of the date first above written.

ASSIGNOR:

ASSIGNEE:

HoodEz LLC

*Peter W. Ratcliffe 2/21/07*  
Peter W. Ratcliffe

By: *Peter W. Ratcliffe 2/21/07*  
Peter W. Ratcliffe