

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assigns rights in Class 25, namely for "clothing and headgear, namely baseball caps, shirts and t-shirts"		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taly Williams		05/09/2007	INDIVIDUAL: CANADA
RECEIVING PARTY DATA			
Name:	Undeclared, Inc.		
Street Address:	112 1/2 South La Brea Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90036		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3065165		
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	dpung@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	Morrison & Foerster LLP, 425 Market St.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	59597-1		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
Signature:	/Jennifer Lee Taylor/		
Date:	05/10/2007		

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TRADEMARK
REEL: 003540 FRAME: 0442

ASSIGNMENT

WHEREAS, Taly Williams, a Canadian individual ("Assignor"), is the sole owner of all rights, title and interest in and to the Taly Mark Design trademark registered in the United States under Reg. No. 3,065,165; and

WHEREAS, Assignor wishes to assign all rights, title and interest in and to the Class 25 portion of U.S. Reg. No. 3,065,165 and the Taly Mark Design common law rights for clothing to Undeclared, Inc., a California corporation with its principal place of business at 112 1/2 South LaBrea Avenue, Los Angeles, California 90036, ("Assignee"), and Assignee wishes to accept such assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, grants, transfers and conveys (and agrees to assign, grant, transfer and convey) to Assignee, its successors and assigns all right, title and interest throughout the world in and to the common law rights in the Taly Mark Design for clothing products and the Class 25 portion of U.S. Reg. No. 3,065,165, namely for "clothing and headgear, namely baseball caps, shirts and t-shirts," together with all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to the foregoing, whether before or hereafter accrued. Assignor reserves for himself all other rights, title and interest in and to the Taly Mark Design, including the Class 28 portion of U.S. Reg. No. 3,065,165; and makes no assignment thereof.

This assignment agreement constitutes the entire agreement between Assignor and Assignee concerning the subject matter hereof and supersedes all prior or contemporaneous discussions, communications and agreements, whether oral or written, between Assignor and Assignee relating to the subject matter hereof.

IN WITNESS THEREOF, the Assignor has executed this document, as of May 9, 2007.

TALY WILLIAMS

By: 

Name: TALY WILLIAMS

Title: