

07-20-2007

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6)



U.S. DEPARTMENT OF COMMERCE
OFFICE OF PUBLIC RECORDS
United States Patent and Trademark Office

103428441 EET
TRADEMARKS ONLY

2007 JUL 19 AM 11:07

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new Address(es) below

7.19.07

1. Name of conveying party(ies):

EDWIN D. HOLMES

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: EDWIN HOLMES TRUST GROUP INC.

~~Internal~~

Address: FOUR SUYON PLACE

Street Address: _____

City: ENGLEWOOD

State: N.J.

Country: USA Zip: 07631

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA - New York
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 7/13/07

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/788662

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

NEW MONEY 1/10/06

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

Name: CHRISTINE WASHINGTON, ESQ.

~~Internal~~ Address: 244 5TH AVENUE

Street Address: SUITE 2460

City: New York

State: NY Zip: 10001

Phone Number: 212/591-0890

Fax Number: 212/591-6836

Email Address: christc.washington@aol.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information: n/a

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature

CHRISTINE C. WASHINGTON
Signature

Name of Person Signing

7-13-07

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

07/19/2007 DBYRNE 00000051 78788662

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(40.00 OP)

TRADEMARK
REEL: 003585 FRAME: 0305

TRADEMARK ASSIGNMENT

This trademark assignment agreement ("Assignment") between Edwin D. Holmes, an individual ("ASSIGNOR"), to Edwin Holmes Music Group, Inc., a corporation recognized under the laws of the State of New York and conducting business primarily at Four Sutton Place, Englewood, NJ 07631 ("ASSIGNEE"), is made effective as of this first (1st) day of July, 2007:

WHEREAS, ASSIGNOR is the owner of the trademark(s) (hereinafter, the "Mark(s)") and certain other intellectual property (hereinafter, the "Property") set forth and described in Exhibit "A", attached hereto and incorporated herein by this reference, together with all other intellectual property of the company and the goodwill of the business as symbolized in connection therewith on the goods on which the Marks are produced, distributed or otherwise used (hereinafter, the "Products"); and

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

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, and delivers to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks and the Property, 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 or for which registration is sought; (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; (3) the right to prosecute applications and maintain registration in connection with the international and domestic registration of the Marks; and (4) 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 and the Property.

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ASSIGNEE hereby accepts said assignment of Marks, Property and attendant rights and assumes any and all liabilities and obligations in connection therewith.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have duly executed under seal and delivered this Assignment, as of the day and year first written above.


ASSIGNOR:


Edwin D. Holmes, in his individual capacity.

ACKNOWLEDGED, ACCEPTED, AND AGREED TO:

ASSIGNEE:

EDWIN HOLMES MUSIC GROUP, INC.


By Edwin D. Holmes, an Officer thereof.

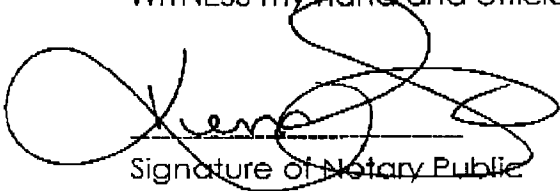
ACKNOWLEDGEMENT

State Of New York

County of New York

On 13th July 2007 came before me, Kendria Francis, Notary Public, personally appeared Edwin D. Holmes, proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he has executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he has acted, has executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public

[SEAL]

KENDRIA FRANCIS
Notary Public, State of New York
No. 01FR6103005
Qualified in the State of New York
Expires January 12, 2008

EXHIBIT "A"**TRADEMARKS:**

MARK	SERIAL NUMBER	FILING DATE
NEW MONEY	78/788662	1/10/06

OTHER INTELLECTUAL PROPERTY:

Domain Names, Patentable Procedures and Materials, and all other proprietary materials of whatever nature related either directly or indirectly to the subject matter of the Trademark Assignment Agreement.