

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| OutKast, Inc. | | 01/30/2008 | CORPORATION: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | High Schoolers, LLC | | |
| Street Address: | 1790 Broadway, 20th Floor | | |
| Internal Address: | Caroll, Guido & Groffman, LLP | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2540297 | OUTKAST | |
| Registration Number: | 2597623 | OUTKAST | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (310)271-0775 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 310-271-0241 | | |
| Email: | ccgg@ccgglaw.com | | |
| Correspondent Name: | Karen Pals | | |
| Address Line 1: | 9111 Sunset Blvd. | | |
| Address Line 2: | Carroll, Guido & Groffman, LLP | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90069 | | |
| ATTORNEY DOCKET NUMBER: | 1522 | | |
| NAME OF SUBMITTER: | Michael Guido | | |

OP \$65.00 2540297

Signature:

/Michael Guido/

Date:

02/11/2008

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This assignment ("Assignment") is made and entered into as of January 30, 2008, between OutKast, Inc. ("Assignor"), c/o 191 Peachtree Street NE, Suite 3300, Atlanta, GA 30303 and Highschoolers, LLC ("Assignee"), c/o Carroll, Guido & Groffman, LLP, 1790 Broadway, 20th Floor, New York, NY 10019.

WHEREAS, Assignor is the owner of the following trademark/service mark registrations, including all goodwill relating to the trademark/service mark with respect thereto (collectively, the "Mark"):

1. registration number 2540297 for the mark "OutKast" in class 41; and
2. registration number 2597623 for the mark "OutKast" in class 9.

WHEREAS, Assignor desires to transfer to Assignee its entire right, title and interest in and to the Mark, including all goodwill relating thereto, pursuant to this Assignment; and

WHEREAS, Assignee wishes to acquire the Mark from Assignor, including all goodwill relating thereto, pursuant to this Assignment.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer of Mark: Assignor hereby transfers, conveys, sells and assigns all right, title and interest whatsoever throughout the world in and to the Mark together with the goodwill of the business symbolized by the Mark, to Assignee in perpetuity (or for the longest period of time otherwise permitted by law).

2. Further Assurances: Upon request by Assignee, Assignor shall execute and deliver such further instruments and take such further actions as may be necessary to evidence more fully the transfer to Assignee of ownership of the Mark and goodwill relating thereto. Assignor therefore agrees:

(a) to execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Mark; and

(b) to perform in good faith any additional acts necessary or desirable in Assignee's reasonable business judgment to effectuate the terms of this Assignment.

3. Warranties: Assignor represents and warrants that: (a) Assignor is the owner of the Mark; (b) to the knowledge of Assignor, the Mark, as heretofore used by Assignor, do not infringe the rights of any other person or business entity, nor has the use of the Mark by Assignor otherwise entailed any conduct subject to sanctions under the Lanham Act, 15 U.S.C. §1114, or comparable laws of other jurisdictions; (c) to the knowledge of Assignor, no claim of any such infringement or violation has been threatened or asserted and no such claim is pending against Assignor; and (d) Assignor has not entered into any agreement, license, release or order that restricts the right of Assignor or Assignee to use the Mark in any way.

4. Protection and Defense: Assignor shall indemnify and hold harmless Assignee from and against any damage or liability, including reasonable attorneys' fees and legal expenses actually incurred and paid by Assignee for or on account of any charge, claim, suit or proceeding that alleges or is based upon any claim of any prior infringement by Assignor of the rights of any third party resulting from Assignor's use of the Mark. Assignee shall give Assignor prompt notice of any such claim and Assignor shall have the right, at its own expense, to participate in the defense thereof with legal counsel of its choice. Assignor's decisions in all such matters shall be final so long as the decisions do not involve or adversely affect Assignee or its licensees, and Assignor shall retain the right to control or resume control of the litigation at any time.

5. Miscellaneous:

(a) Entire Agreement: The provisions of this Assignment constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.

(b) Governing Law: This Assignment shall be governed by and construed under the laws of New York applicable to agreements to be wholly performed within said state.

(c) Successors and Assigns: Except as otherwise provided herein, this assignment shall be binding upon and inure to the benefit of the parties hereto, their successors and/or assigns.

(d) Notice and Cure: No party shall be deemed in breach of any provision hereunder unless such party shall have failed to cure such breach within thirty (30) days after receiving notice from the other party advising such party of such breach and requesting that it be cured.

IN WITNESS WHEREOF, this Assignment has been signed and delivered by and on behalf of the parties hereto as of the date first set forth above.

OUTKAST, INC.
("Assignor")

HIGHSCHOOLERS, LLC
("Assignee")

By: _____

Authorized Signatory

By: _____

Authorized Signatory