

**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>
James E. Winner Jr.		01/30/2008	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vocal Group Hall of Fame Foundation		
<b>Also Known As:</b>	AKA Vocal Group Hall of Fame		
<b>Street Address:</b>	82 West State Street		
<b>City:</b>	Sharon		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	16146		
<b>Entity Type:</b>	FOUNDATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2282227	THE VOCAL GROUP HALL OF FAME & MUSEUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(724)983-0446		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(724) 983-2025		
<b>Email:</b>	crosby@vocalgroup.org		
<b>Correspondent Name:</b>	Vocal Group Hall of Fame Foundation		
<b>Address Line 1:</b>	82 West State Street		
<b>Address Line 4:</b>	Sharon, PENNSYLVANIA 16146		
<b>NAME OF SUBMITTER:</b>	Bob Crosby		
<b>Signature:</b>	/Bob Crosby/		
<b>Date:</b>	04/14/2008		

Total Attachments: 2

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**TRADEMARK  
 REEL: 003759 FRAME: 0652**

**OP \$40.00 2282227**

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### TRADEMARK ASSIGNMENT


WHEREAS, ASSIGNOR: JAMES E. WINNER JR., of 32 West State Street, Sharon, Pennsylvania is the current owner of a United States Trademark, namely THE VOCAL GROUP HALL OF FAME & MUSEUM, Registration No. 2,282,227, registered September 28, 1999 in I.C. 041, hereinafter referred to as said trademark;

AND, WHEREAS, THE VOCAL GROUP HALL OF FAME FOUNDATION, of 82 W. State Street, Sharon, PA 16146, hereinafter, called ASSIGNEE, is desirous of acquiring the entire worldwide rights, title and interest in, to and under said trademark and registration in the class so designated;

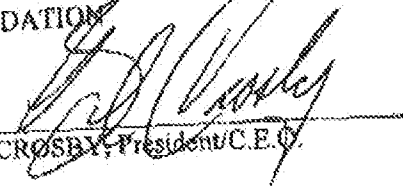
NOW THEREFORE for the consideration of the settlement of all disputes between the parties as evidenced by a separate Settlement Agreement and for the execution of a Promissory Note for monies due, both dated January 18, 2007, ASSIGNOR hereby transfers and assigns to the ASSIGNEE, its successors, assigns, nominees, or other legal representatives, the full, exclusive, entire, worldwide rights, title and interest in, to and under said mark as described and claimed in said trademark, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said trademark is or may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Assignment had not been made; all of the entire rights, title and interest in and to said trademark, and ASSIGNOR authorizes and requests the Commissioner of Trademarks of the United States, to issue the Trademark to ASSIGNEE, its successors, assigns, nominees or other legal representatives, as ASSIGNEE and the owner of said entire rights, and ASSIGNOR covenants that ASSIGNOR has full right to transfer the said entire interest herein assigned and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR will communicate to ASSIGNEE, its successors, assigns, nominees or other legal representatives all facts known to ASSIGNOR respecting said mark, whenever requested. ASSIGNEE further covenants that in the event of default in the payment of the above-described Note or in the event of a material breach of the Settlement Agreement stated above, ASSIGNEE hereby agrees to assign this Trademark back to the ASSIGNOR. ASSIGNEE further grants the ASSIGNOR the full power to execute all necessary documents to accomplish this assignment in the event of default of either the Note or Agreement mentioned above. Upon fulfillment of the terms of the Note and Agreement, this power shall lapse.

IN WITNESS WHEREOF, this Assignment has been executed by the undersigned this 30 day of January, 2008 at Sharon, Pennsylvania.

ASSIGNOR:

  
JAMES E. WINNER JR.

ASSIGNEE: VOCAL GROUP HALL OF FAME FOUNDATION

By   
BOB CROSBY, President/C.E.O.

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