

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matthew S Waldman		05/28/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Nooka Inc.		
Street Address:	16 West 36th Street		
Internal Address:	Suite 1302		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3357269	NOOKA	
Registration Number:	2543198	NOOKA	
CORRESPONDENCE DATA			
Fax Number:	(646)304-1030		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2126200935		
Email:	iliya@ifridman.com		
Correspondent Name:	Fridman Law Group, PLLC		
Address Line 1:	287 Spring Street		
Address Line 4:	New York, NEW YORK 10013		
NAME OF SUBMITTER:	Iliya M. Fridman, Esq.		
Signature:	/Iliya M. Fridman/		
Date:	05/29/2008		

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Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of May 29, 2008, from Matthew S. Waldman ("Assignor"), to Nooka Inc. ("Assignee"):

WHEREAS, Assignor is the owner of the trademark (the "Mark") and other intellectual property ("the Property") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Mark is used (the "Products").

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Mark and the Property.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, including, but not limited to all fees, costs and expenses incurred in connection with this Assignment, 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 Mark and the Property, together with (1) the goodwill of the business relating to the Products in respect upon which the Mark is used and for which it is registered; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

The Assignor hereby represents and warrants as follows:

- (a) The Assignor is the exclusive owner of the Mark and the Property;
- (b) The Assignor has full corporate power and authority and has obtained all necessary consents and approvals to execute and perform this Assignment; and
- (c) The Assignor will not engage in any action detrimental to the validity of the Mark or the Property assigned hereunder, following the effective date hereof.

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 Mark and the Property.

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

By: 
Matthew S. Waldman

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EXHIBIT A

TRADEMARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
"NOOKA"	78652256	3357269
"NOOKA"	75407781	2543198

Other Property:

Domain Name(s): "nooka.com", registered on August 5, 2003.

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MSK