

**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>
GARFIELD MARKS BRANDS, INC.		11/19/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HOWARD SHEER		
<b>Street Address:</b>	275 North Wyoming Avenue		
<b>City:</b>	South Orange		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07079		
<b>Entity Type:</b>	INDIVIDUAL:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3308482	AREA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)527-7701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212.527.7700		
<b>Email:</b>	tmdocket@darbylaw.com		
<b>Correspondent Name:</b>	Paul Fields/Darby & Darby P.C.		
<b>Address Line 1:</b>	P.O. Box 770, Church Street Station		
<b>Address Line 4:</b>	New York, NEW YORK 10008-0770		
<b>ATTORNEY DOCKET NUMBER:</b>	20994/3202964-US0		
<b>NAME OF SUBMITTER:</b>	/Paul Fields/		
<b>Signature:</b>	/Paul Fields/		
<b>Date:</b>	12/18/2008		

**CH \$40.00 3308482**

**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARK

This Assignment of Trademark ("Assignment") is made and entered into as of the 19th day of November 2008, by and between GARFIELD MARKS BRANDS, INC., a Delaware corporation ("Assignor"), and HOWARD SHEER, an individual ("Assignee"). Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to an Agreement dated as of December 19, 2007 (the "Agreement"), pursuant to which: (i) Assignor granted a license to Assignee to use the AREA trademark and the registration of the trademark set forth on Schedule A hereto which is a trademark registered with United States Patent and Trademark Office (the "Trademark"), and (ii) Assignor granted an option to Assignee to acquire the Trademark (the "Option");

WHEREAS, pursuant to the Option set forth in the Agreement, Assignee has exercised the Option by giving notice of such exercise to Assignor and paying the consideration of ten dollars (\$10.00), and Assignor agrees to assign the Trademark to Assignee, and Assignee agrees to accept the transfer by Assignor of its right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Effective as of the date hereof (the "Effective Time"), Assignor hereby assigns, sells, transfers, and sets over to Assignee all of Assignor's rights, title and interest in, to and under the Trademark, together with the goodwill of the business symbolized by the Trademark, and all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other foreign jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

2. Assignor agrees that, from and after the date hereof, upon the reasonable request of Assignee and without further consideration, Assignor will execute and deliver to Assignee such documents and further assurances and will take such other actions (without cost to Assignor) as Assignee may request in order to carry out the purpose and intention of this Assignment.

3. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall govern.

4. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to its provisions concerning conflicts or choice of laws.

*[Signatures Follow]*

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment as of the date first set forth above.

GARFIELD MARKS BRANDS, INC.

By: 


Victor Rousso  
Chief Executive Officer

\_\_\_\_\_  
Howard Sheer

**IN WITNESS WHEREOF**, the parties have executed and delivered this Assignment as of the date first set forth above.

**GARFIELD MARKS BRANDS, INC.**

By: \_\_\_\_\_  
Victor Rousso  
Chief Executive Officer

  
\_\_\_\_\_  
Howard Sheer

**SCHEDULE A**

Trademark

Registration Number

AREA

3308482