

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
Keep Your Hands in the Air		03/17/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Keep Your Hands in the Air, LLC		
Street Address:	502 9th Avenue, Suit 5C		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77191488	BOOGIE BAG(S)	
CORRESPONDENCE DATA			
Fax Number:	(415)829-8305		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-829-8300		
Email:	trevor@trevorcaudlelaw.com		
Correspondent Name:	Trevor A. Caudle, Esq.		
Address Line 1:	41 Hallam Street		
Address Line 4:	San Francisco, CALIFORNIA 94103		
ATTORNEY DOCKET NUMBER:	KUBA.0002		
NAME OF SUBMITTER:	Trevor A. Caudle, Esq.		
Signature:	/tac/		
Date:	04/01/2009		

OP \$40.00 77191488

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made effective *nunc pro tunc* as of March 17, 2009 from Keep Your Hands in the Air, a California Limited Liability Company ("ASSIGNOR"), to Keep Your Hands In the Air, LLC, a Delaware Limited Liability Company ("ASSIGNEE"):

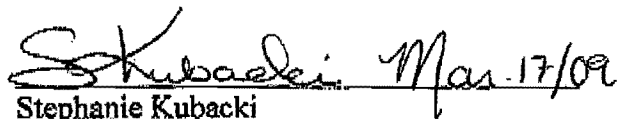
WHEREAS, ASSIGNOR is the owner of the trademark (the "Mark") and USPTO trademark application as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods and services for which the Mark is used ("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.

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, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Mark and the pending USPTO application therefor, 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.

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.

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

 Stephanie Kubacki

Stephanie Kubacki

For: Keep Your Hands in the Air, a California Limited Liability Company

It's: Managing Member

TRADEMARK

REEL: 003962 FRAME: 0909

EXHIBIT A

TRADEMARKS

Mark	Application No.	Filing Date
BOOGIE BAG(S)	77191488	May 28, 2007