

**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>
Talent, Entertainment and Media Services, Inc.		05/08/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Talent Solutions, Inc.		
<b>Street Address:</b>	145 Hudson Street		
<b>Internal Address:</b>	Suite 6C		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013-2103		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3282471	MANY HATS	
Registration Number:	2879848	MANYHATS	
Registration Number:	3293590	BEAUCOUP CHAPEAUX	
Registration Number:	3605007	TALENT SOLUTIONS	
Registration Number:	3186000	TALENT SOLUTIONS	
Registration Number:	2880002	TALENT SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)277-1706		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	310-277-8011		
<b>Email:</b>	mrm@vrmlaw.com		
<b>Correspondent Name:</b>	Michael R. Morris		
<b>Address Line 1:</b>	2029 Century Park East		

OP \$165.00 3282471

Address Line 2: Suite 2050  
Address Line 4: Los Angeles, CALIFORNIA 90067-3031

NAME OF SUBMITTER:	Michael R. Morris
Signature:	/Michael R. Morris/
Date:	05/20/2009

**Total Attachments: 9**

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## TRADEMARK ASSIGNMENT

WHEREAS, Talent, Entertainment and Media Services, Inc. (“Assignor”), a corporation of the State of Delaware, having a place of business at 2950 N. Hollywood Way, Burbank, CA 91505-1072, is the owner of the trademark registrations and trademark applications and any and all trade dress associated therewith as described in Schedule A attached hereto and by this reference incorporated herein (the “Marks”);

WHEREAS, Talent Solutions, Inc. (“Assignee”), a corporation of the State of Delaware, having a place of business at 145 Hudson Street, Suite 6C, New York, NY 10013-2103, is desirous of acquiring the entire, right, title and interest in and to said Marks;

WHEREAS, pursuant to the Unanimous Written Consent of the Sole Director of Talent, Entertainment and Medial Services, Inc. in Lieu of Special Meeting effective May 8, 2009, Assignor assigned to Assignee all right, title and interest in and to the Marks; and

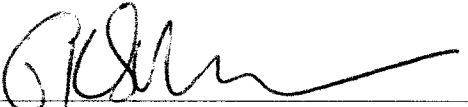
WHEREAS, Assignee has requested Assignor to complete the assignment process throughout execution of this trademark assignment at this time.

NOW, THEREFORE, effective May 8, 2009 by this document, Assignor does hereby assign and transfer to Assignee, its successors and assigns, the entire right, title and interest in and to the Marks and any renewals thereof, in and to all good will symbolized by and associated with the business conducted under said Marks and any part thereof, and all income, royalties, damages and payments now or hereafter due or payable in respect thereto and in and to all causes of action, either in law or in equity, for past, present, or future infringement based on such Marks, and in and to all rights corresponding to the foregoing throughout the world.

Assignor agrees to execute all papers and to perform such other proper acts as said Assignee may deem necessary to secure to said Assignee or to its designee the rights herein assigned.

ASSIGNOR:

Talent, Entertainment and Media Services, Inc.

By   
Gerald K. Schwartz

Its: President

## TRADEMARK SCHEDULE

### 1. U.S. Trademarks - Registered Marks

Mark: TALENT SOLUTIONS (Design Plus Words)  
Serial No.: 77363246  
Class: IC 035  
Registration No.: 3605007  
Registration Date: April 14, 2009

Mark: TALENT SOLUTIONS (Typed Drawing)  
Serial No.: 78663036  
Class: IC 035  
Registration No.: 3186000  
Registration Date: December 19, 2006

Mark: TALENT SOLUTIONS (Typed Drawing)  
Serial No.: 76403814  
Class: IC 035  
Registration No.: 2880002  
Registration Date: August 31, 2004

## TRADEMARK ASSIGNMENT

WHEREAS, Talent, Entertainment and Media Services, Inc. ("Assignor"), a corporation of the State of Delaware, having a place of business at 2950 N. Hollywood Way, Burbank, CA 91505-1072, is the owner of the trademark registration and trademark application and any and all trade dress associated therewith as described in Schedule A attached hereto and by this reference incorporated herein (the "Mark");

WHEREAS, Talent Solutions, Inc. ("Assignee"), a corporation of the State of Delaware, having a place of business at 145 Hudson Street, Suite 6C, New York, NY 10013-2103, is desirous of acquiring the entire, right, title and interest in and to said Mark;

WHEREAS, pursuant to the Unanimous Written Consent of the Sole Director of Talent, Entertainment and Media Services, Inc. in Lieu of Special Meeting effective May 8, 2009, Assignor assigned to Assignee all right, title and interest in and to the Mark; and

WHEREAS, Assignee has requested Assignor to complete the assignment process throughout execution of this trademark assignment at this time.

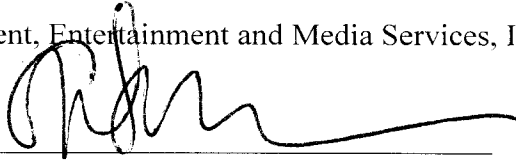
NOW, THEREFORE, effective May 8, 2009 by this document, Assignor does hereby assign and transfer to Assignee, its successors and assigns, the entire right, title and interest in and to the Mark and any renewals thereof, in and to all good will symbolized by and associated with the business conducted under said Mark and any part thereof, and all income, royalties, damages and payments now or hereafter due or payable in respect thereto and in and to all causes of action, either in law or in equity, for past, present, or future infringement based on such Mark, and in and to all rights corresponding to the foregoing throughout the world.

Assignor agrees to execute all papers and to perform such other proper acts as said Assignee may deem necessary to secure to said Assignee or to its designee the rights herein assigned.

ASSIGNOR:

Talent, Entertainment and Media Services, Inc.

By

A handwritten signature in black ink, appearing to read 'GK Schwartz', written over a horizontal line.

Gerald K. Schwartz

Its: President

## TRADEMARK SCHEDULE

Mark: BEAUCOUP CHAPEAUX (Standard Character Mark)

Serial No.: 78663017

Class: IC 035

Registration No.: 3293590

Registration Date: September 18, 2007



## TRADEMARK ASSIGNMENT

WHEREAS, Talent, Entertainment and Media Services, Inc. (“Assignor”), a corporation of the State of Delaware, having a place of business at 2950 N. Hollywood Way, Burbank, CA 91505-1072, is the owner of the trademark registrations and trademark applications and any and all trade dress associated therewith as described in Schedule A attached hereto and by this reference incorporated herein (the “Marks”);

WHEREAS, Talent Solutions, Inc. (“Assignee”), a corporation of the State of Delaware, having a place of business at 145 Hudson Street, Suite 6C, New York, NY 10013-2103, is desirous of acquiring the entire, right, title and interest in and to said Marks;

WHEREAS, pursuant to the Unanimous Written Consent of the Sole Director of Talent, Entertainment and Medial Services, Inc. in Lieu of Special Meeting effective May 8, 2009, Assignor assigned to Assignee all right, title and interest in and to the Marks; and

WHEREAS, Assignee has requested Assignor to complete the assignment process throughout execution of this trademark assignment at this time.

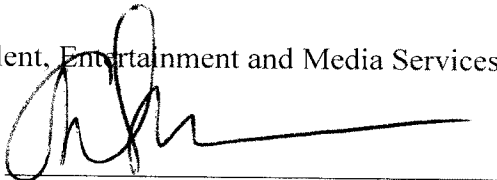
NOW, THEREFORE, effective May 8, 2009 by this document, Assignor does hereby assign and transfer to Assignee, its successors and assigns, the entire right, title and interest in and to the Marks and any renewals thereof, in and to all good will symbolized by and associated with the business conducted under said Marks and any part thereof, and all income, royalties, damages and payments now or hereafter due or payable in respect thereto and in and to all causes of action, either in law or in equity, for past, present, or future infringement based on such Marks, and in and to all rights corresponding to the foregoing throughout the world.

Assignor agrees to execute all papers and to perform such other proper acts as said Assignee may deem necessary to secure to said Assignee or to its designee the rights herein assigned.

ASSIGNOR:

Talent, Entertainment and Media Services, Inc.

By

A handwritten signature in black ink, appearing to read 'G. Schwartz', written over a horizontal line.

Gerald K. Schwartz

Its: President

## TRADEMARK SCHEDULE

### 1. U.S. Trademarks - Registered Marks

Mark: MANY HATS (Typed Drawing)  
Serial No.: 78663028  
Class: IC 035  
Registration No.: 3282471  
Registration Date: August 21, 2007

Mark: MANYHATS (Typed Drawing)  
Serial No.: 78663028  
Class: IC 041  
Registration No.: 2879848  
Registration Date: August 31, 2004