

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/16/2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David Mamel		05/26/2009	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Mrs. America, Inc.		
Street Address:	2412 Wilshire Boulevard, Suite 204		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90403		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1535812	VICTOR AWARDS	
CORRESPONDENCE DATA			
Fax Number:	(310)657-2187		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-435-7656		
Email:	irasiegel@earthlink.net		
Correspondent Name:	Ira M. Siegel		
Address Line 1:	433 N. Camden Drive, Suite 970		
Address Line 4:	Beverly Hills, CALIFORNIA 90210		
ATTORNEY DOCKET NUMBER:	09385		
NAME OF SUBMITTER:	Ira M. Siegel		
Signature:	/Ira M. Siegel/		

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**TRADEMARK
 REEL: 004003 FRAME: 0716**

Date:

06/10/2009

Total Attachments: 1

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TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of November 16, 2007, by and between David Z. Marmel ("Assignor"), a natural person, and Mrs. America, Inc. ("Assignee"), a California corporation having a place of business at 2412 Wilshire Boulevard, Suite 204, Santa Monica, California 90403 ("Assignee").

WHEREAS, Assignor is, to the best of his knowledge and belief, the owner of the trademark **VICTOR AWARDS**[®], and U.S. Registration No. 1,535,812, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the "Mark"); and

WHEREAS, Assignor has acquired goodwill in the portion of the business associated with and symbolized by the Mark and has not abandoned same;

NOW, THEREFORE, for good, valuable and legally sufficient consideration, the receipt and adequacy of which is hereby acknowledged by Assignor, Assignor hereby

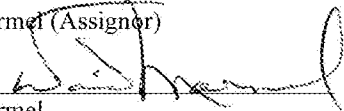
(1) conveys, sells, transfers and assigns to Assignee and to Assignee's successors, assigns and legal representatives, all of Assignor's rights, titles and interests in the United States in and to (i) the name and mark "VICTOR AWARDS," (ii) United States Trademark Registration 1,535,812, (iii) all the good will of the business connected with the use of and symbolized by the mark "VICTOR AWARDS," together with all rights to sue for past, present and future infringements or misappropriations of the Mark, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Mark, and including any priority right that may have arisen from Assignor's use of the Mark and/or prior ownership of the Registration);

(2) warrants to and covenants with Assignee, and Assignee's successors, assigns and legal representatives, that Assignor has full right to convey the entire rights, titles and interests herein assigned by Assignor to Assignee, and that Assignor has not executed, and will not execute, any agreements which are inconsistent herewith; and

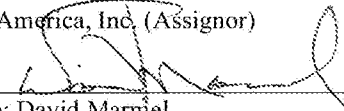
(3) agrees to execute any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in the United States the assignment of the rights, titles and interests assigned to Assignee, and Assignee's successors, assigns and legal representatives, pursuant to this Assignment.

Assignee acknowledges that it is an "assign" of Assignor as that term is used in that certain letter agreement, between the Assignor and City of Hope, dated November 16, 2007 (the "Letter Agreement"). Assignor and Assignee hereby further agree that notwithstanding that this Assignment evidences the complete assignment to Assignee of all of Assignor's rights, titles and interests in and to the Mark, nothing in this Assignment shall be deemed to abrogate or diminish the obligations of Assignee, and of Assignee's successors, assigns and legal representatives, set forth in the Letter Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have signed this document below.

David Marmel (Assignor)


David Marmel

Mrs. America, Inc. (Assignor)


Name: David Marmel
Title: President

Date: 5/26/09

Date: 5/26/09