

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
Big Apple Performing Arts, Inc.		08/10/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Mr. James Followell		
Street Address:	206 Ninth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3008152	UPTOWN EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(121)231-8340		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-318-3168		
Email:	nhanson@fulbright.com		
Correspondent Name:	Norman D. Hanson		
Address Line 1:	666 Fifth Avenue		
Address Line 2:	Fulbright & Jaworski L.L.P.		
Address Line 4:	New York, NEW YORK 10103		
ATTORNEY DOCKET NUMBER:	NDH		
NAME OF SUBMITTER:	Norman D. Hanson		
Signature:	/Norman D. Hanson/		
Date:	08/11/2009		

OP \$40.00 3008152

Total Attachments: 3

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**ASSIGNMENT
(U.S. and Foreign Trademarks)**

WHEREAS, James FOLLOWELL, a citizen of the United States of America, residing at 206 Ninth Avenue, New York, NY 10011 (hereinafter referred to as Assignee), desires to acquire the Mark and the goodwill of the business associated with the Mark; and

WHEREAS, Big Apple Performing Arts, Inc., a not-for-profit corporation organized under and pursuant to the laws of New York having its principal place of business at 676 A 9th Avenue, Suite 405, New York, NY 10036 (hereinafter referred to as Assignor), has adopted and is using the Mark set forth in SCHEDULE A hereof which it has used in the United States.

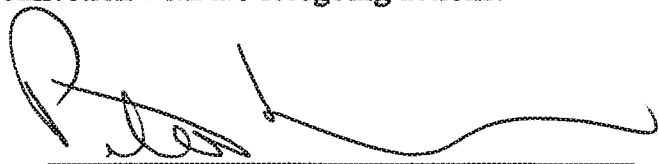
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to the registrations for said Mark and all of its right, title, and interest to said Mark not presently registered set forth in SCHEDULE A hereof, together with the goodwill of the business symbolized by the Mark and the registration thereof, and all other rights which Assignor has enjoyed thereunder in the United States, including any and all rights of recovery based on past infringement of said Mark and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Mark are registered and any renewals of the terms thereof;

AND FOR THE SAME CONSIDERATION, the Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said registration and believes it is the sole and lawful owner of the entire right, title, and interest to said Mark and said goodwill associated therewith and that the same are

unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

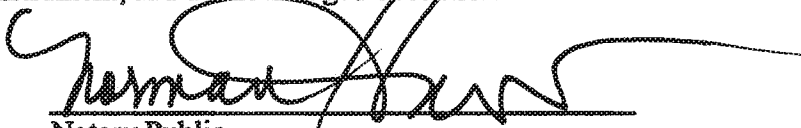
AND FOR THE SAME CONSIDERATION, the Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said Mark and registration thereof without charge to the Assignee, its successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions.

Date: 8/10/09


Name: Peter Criswell
Executive Director
BAPA

United States of America)
State of New York) ss.:
County of New York)

On this 10th day of August, 2009, before me personally came Peter Criswell, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public

NOELMAN HANSON
NOTARY PUBLIC, State of New York
No. 021186141665
Qualified in New York County
Commission Expires Feb. 27, 2010

SCHEDULE A

REGISTRATIONS, APPLICATIONS, AND COMMON LAW MARK

MARK:

Registration Number	Date Registered	Serial Number	Filing Date	Ctry
3008152	October 25, 2005	76/427,294	July 3, 2002	United States