

09-28-2009

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Electronic Version v1.1

Stylesheet Version v1.1



103575385

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|---------------------------|
| Abdelali Ajraoui | | 09/10/2009 | INDIVIDUAL: UNITED STATES |

RECEIVING PARTY DATA

| | |
|-----------------|------------------------------|
| Name: | The Walt Disney Company |
| Street Address: | 500 South Buena Vista Street |
| City: | Burbank |
| State/Country: | CALIFORNIA |
| Postal Code: | 91521 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3000108 | MO'ROCKIN |

CORRESPONDENCE DATA

Fax Number: (818)848-6424

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (818) 560-3997

Email: trademarks@disney.com

Correspondent Name: Barbara Quinn

Address Line 1: 500 South Buena Vista Street

Address Line 4: Burbank, CALIFORNIA 91521

ATTORNEY DOCKET NUMBER:

WALT DISNEY WORLD

NAME OF SUBMITTER:

Carolyn Giron

Signature:

/Carolyn Giron/

Date:

09/24/2009

CH \$40.00 3000108

Total Attachments: 2

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TRADEMARK

REEL: 004069 FRAME: 0583

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made and entered into effective as of September 10, 2009, between Abdelali Ajracui, an individual of the United States of America with a residence in Orlando, Florida ("Assignor"), and Disney Enterprises, Inc., corporation of the state of Delaware, with an address at 500 South Buena Vista Street, Burbank, California, 91521 ("Assignee").

Background of Agreement. Assignee wishes to obtain from Assignor and Assignor wishes to assign to Assignee the trademark MO'ROCKIN, registered in the United States Patent and Trademark Office under Registration Number 3000108, and the related intellectual property rights and the goodwill of the business associated with the MO'ROCKIN name and mark (collectively, the "Trademark").

NOW THEREFORE, in light of the foregoing and the mutual consideration provided for herein, the parties agree as follows:

1. Assignment. Subject to the terms and conditions of this Agreement, and in full and final consideration of [REDACTED] by Assignee to Assignor, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Trademark, including the goodwill of the business connected with the use of, and symbolized by, said Trademark. The parties acknowledge and agree that the foregoing payment may be processed and paid by Walt Disney Entertainment, an affiliate of Assignee, as Assignee's authorized paying agent.

2. Representations and Warranties. Assignor represents and warrants to Assignee that to the best of Assignor's knowledge, no claim of any infringement or violation of the rights of a third party or entity by Assignor's use of the Trademark is pending or is threatened against Assignor or any affiliate of Assignor. To the knowledge of Assignor, no protest relating to the Trademark has been made with the U.S. Patent and Trademark Office or is currently threatened.

3. Entire Transfer. After the consummation of the transactions contemplated hereby, Assignor shall have transferred its entire right and interest in the Trademark to Assignee. Assignor does not hold, and is not aware of any third party who holds any other intellectual property right, domain name or other asset related to the Trademark that would give Assignor or any third party any claim of ownership or right to use the Trademark.

4. Covenants of Assignor.

4.1 Cooperation. Assignor agrees, promptly upon the request of Assignee, to execute and deliver such further agreements, and to take such further action, as may be necessary or desirable to evidence more fully the transactions described in this Agreement. Assignor hereby appoints Assignee as Assignor's attorney-in-fact with the power to execute such documents in the event that Assignor is unable or unwilling to do so. This Assignment is effective as of the date hereof. Assignor agrees that it will execute and deliver, or cause to be executed and delivered to Assignee or Assignee's legal representatives, any other or additional assignments, powers and other appropriate documentation, and take all actions necessary to effectuate, validate and record this Assignment with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which any of the Trademarks are or may be registered or in which applications for registrations of any of the Trademarks are pending, under the relevant laws of the United States and other jurisdictions, as soon as is practicable after the date of this Agreement. Assignor further agrees to cooperate with Assignee or Assignee's legal representatives to correct any deficiencies and/or submit any documents in furtherance of the Trademark filing.

4.2 Cessation of Use. Assignor covenants not to use or display the Trademark or any confusingly similar trademark anywhere in the world except with the prior written authorization of Assignee, and further covenants not to contest or challenge the validity of the Trademark or any applicable registrations thereof as used or made by Assignee.

5. Miscellaneous.

5.1 Authorization. Each party warrants and represents that it is fully entitled and duly authorized to enter into this Agreement.

5.2 Entire Agreement. The terms of this Agreement are intended by the parties to be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may not be amended except in a writing signed by both of the parties.

5.3 Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

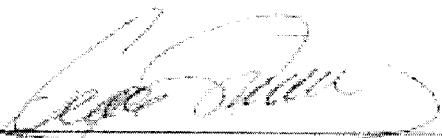
5.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

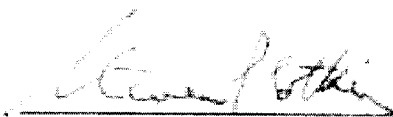
The parties have executed this Agreement effective as of the date first written above.

ASSIGNOR

ASSIGNEE

Disney Enterprises, Inc.

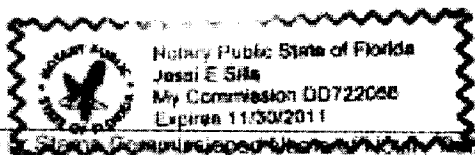

Abdelali Ajraoui

By: 
Name: Steven Plotkin
Title: Vice President, Counsel

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 10th day of September, 2009, by Abdelali Ajraoui.


Signature of Notary Public - State of Florida



Print Type: State of Florida

Personally Known OR Produced Identification

Type of Identification Produced FL License

A 260-000-155-028-0