

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
Dr. Avraham Kadar		10/07/2009	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	FWD MEDIA, INC.		
Street Address:	27 West 24th Street, Suite 1105		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3647209	WHAT'S IN IS OUT	
Registration Number:	3184206	THE FIRST AND LAST WORD IN FASHION	
Serial Number:	76577255	FWD	
Registration Number:	3197086	THE LAST WORD IN FASHION	
Registration Number:	2972190	THE FIRST WORD IN FASHION	
CORRESPONDENCE DATA			
Fax Number:	(212)563-7108		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-244-4111 #310		
Email:	Sagiek@shibolet.com		
Correspondent Name:	Sagie Kleinlerer, Esq.		
Address Line 1:	Shibolet LLP, 1 Penn Plaza Suite 2527		
Address Line 4:	New York, NEW YORK 10119		
ATTORNEY DOCKET NUMBER:	1400099BC		

OP \$140.00 3647209

900146930

**TRADEMARK
 REEL: 004091 FRAME: 0058**

NAME OF SUBMITTER:	Sagie Kleinlerer, Esq.
Signature:	/sagie kleinlerer/
Date:	11/04/2009
Total Attachments: 4 source=Kadar TM Assignment#page1.tif source=Kadar TM Assignment#page2.tif source=Kadar TM Assignment#page3.tif source=Kadar TM Assignment#page4.tif	

ACTION BY UNANIMOUS WRITTEN CONSENT

OF THE BOARD OF DIRECTORS OF

FWD MEDIA, INC.

The undersigned, being all of the Directors of FWD Media, Inc. (the "Corporation") entitled to vote on the following specified resolutions, and acting pursuant to the authority of the By-Laws of the Corporation and the Delaware General Corporation Law, hereby consent to the adoption of such resolutions and approve such resolutions with the same force and effect as if each were approved and adopted by a unanimous vote in a duly constituted meeting of the Board of Directors of the Corporation:

RESOLVED, that the Corporation hereby accepts the transfer of the trademarks listed in Schedule A hereto ("Trademarks") as a capital contribution from Dr. Avraham Kadar to FWD Media, Inc.

RESOLVED, that Nadav Kadar's shares in the Corporation shall not be diluted resulting in a gift of 1% of interest in the Trademarks to Nadav Kadar.

RESOLVED, that the execution of any documents, instruments or assignments in connection with the Trademarks by an authorized officer of the Corporation shall be the binding obligation of this Corporation and the approval of the Directors and all corporate power and authority for such action shall be conclusively presumed by the signature of any such officer.

RESOLVED, that the authorized officer of the Corporation shall be authorized to certify to the United States Patent and Trademark Office the passage of the resolutions contained herein, and execute and file any documents, instruments, or trademarks assignments in connection with the Trademarks in order to cause the transfer of title ownership of the Trademarks.

RESOLVED, that the officers of the Corporation be, and they hereby are, authorized, empowered and directed to take any and all steps, and to execute and deliver any and all documents, instruments, deeds, assignments and share certificates in connection with carrying the foregoing resolutions into effect.

[DATE] 10/7/09

A. Kadar

Avraham Kadar

Nadav Kadar

Nadav Kadar

SCHEDULE A

List of Trademarks

Mark: WHAT'S IN IS OUT
Registration Number: 3,647,209

Mark: FWD
U.S. Serial No. 76,577,255

Mark: THE FIRST AND LAST WORD IN FASHION
Registration Number: 3,184,206

Mark: THE LAST WORD IN FASHION
Registration Number: 3,197,086

Mark: THE FIRST WORD IN FASHION
Registration Number: 2,972,190

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment") is made as of this 7th day of October 14th, 2009, by Avraham Kadar, a U.S. citizen, with a principal address at 666 Lexington Avenue, Ste. 102, Mount Kisco, New York 10549 (the "Assignor") on one part, and FWD Media, Inc. with an address of 27 West 24th Street, Ste. 1105, New York, NY 10010 ("Assignee") on the other part.

WHEREAS, Assignor, having full rights to assign all right, title and interest in and to the Trademarks, having not executed and intending not to execute any agreement or other instrument in conflict herewith, are transferring, free and clear of any liens and encumbrances, any and all right, title and interest in and to the trademark **WHAT'S IN IS OUT** with the U.S. Reg. No. 3,647,209; and to the trademark **FWD** with the U.S. Serial No. 76,577,255; and to the trademark **THE FIRST AND LAST WORD IN FASHION** with the U.S. Reg. No. 3,184,206; and to the trademark **THE LAST WORD IN FASHION** with the U.S. Reg. No. 3,197,086; and to the trademark **THE FIRST WORD IN FASHION** with the U.S. Reg. No. 2,972,190, (collectively, the "Trademarks");

WHEREAS, Assignee desires to acquire all right, title and interesting and to the Trademarks, together with any and all goodwill symbolized thereby and the United States and foreign registrations and applications thereof, if any;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby, jointly and severally:

1. Sell, assign, transfer and set over to Assignee, the entire worldwide right, title and interest in and to the Trademarks, for the United States and for all foreign countries, any and all goodwill symbolized thereby, and any United States and foreign registrations and/or applications thereof, including U.S. Reg. No. 3,647,209, U.S. Serial No. 76,577,255, U.S. Reg. No. 3,184,206; U.S. Reg. No. 3,197,086, U.S. Reg. No. 2,972,190;

2. Agree to execute any and all documents, agreements, affidavits or other documents or filings necessary to implement the transfer of all rights, title and interest in and to the Trademarks to Assignee as provided in this Assignment;

3. Covenant and agree that this Assignment and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors and that this Assignment and all of the terms hereof are binding on Assignors' successors, assigns, legal representatives or nominees.

A. Kadar.
DR. AVRAHAM KADAR

STATE OF New York)
COUNTY OF New York) ss.:

Sworn to before me this
7th day of October, 2009

[Signature]
Notary Public

SAGIE S. KLEINLERER
Notary Public - State of New York
No. 02KL6156280
Qualified in New York County
My Comm. Expires November 27, 2010

Nodar Kadar
FWD MEDIA, INC.

By: Nodar Kadar
Title: Shareholder
STATE OF New York)
COUNTY OF New York) ss.:

Sworn to before me this
7th day of October, 2009

[Signature]
Notary Public

SAGIE S. KLEINLERER
Notary Public - State of New York
No. 02KL6156280
Qualified in New York County
My Comm. Expires November 27, 2010