

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Ronnie Lee Parker		12/15/2009	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Who Dat?, Inc.		
<b>Street Address:</b>	18066 Woodscale Road		
<b>City:</b>	Hammond		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	70401		
<b>Entity Type:</b>	CORPORATION: LOUISIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2890070	WHO DAT? BLUES BAND	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(504)525-0329		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-840-5722		
Email:	ellisjaypaillet@gmail.com		
Correspondent Name:	Ellis Paillet		
Address Line 1:	518 S. Rampart St.		
Address Line 4:	New Orleans, LOUISIANA 70113		
<b>NAME OF SUBMITTER:</b>	Brandon Frank		
<b>Signature:</b>	/Brandon Frank/		
<b>Date:</b>	01/06/2010		

OP \$40.00 2890070

Total Attachments: 10  
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source=Exhibit B\_License Agreement#page1.tif  
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") dated as of 15<sup>th</sup>, December, 2009 ("Effective Date"), is entered into by and between Ronnie Lee Parker owner of/and Who Dat? Blues Band ("ASSIGNOR"), an individual and company located at municipal address 933 West Erie, Albion, Michigan 49224, and Who Dat?, Inc. ("ASSIGNEE"), a corporation located at municipal address 518 S. Rampart Street, New Orleans, Louisiana 70113.

WHEREAS, ASSIGNOR is the owner of the federal registration for the trade name and/or service mark Who Dat? Blues Band ("the Mark"), as described in Exhibit A attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with live musical performances and sound recordings on which the Mark is used ("the Service");

WHEREAS, ASSIGNOR began using the Mark in or around the filing date of the federal application attached as Exhibit A in 2002 and its actual use as of the Effective Date has been limited to the state of Michigan;

WHEREAS, ASSIGNEE is the owner of numerous WHO DAT? trademarks and service marks, including WHO DAT? used in connection with live musical performances and sound recordings on which the Mark is used, which it has continuously used around the United States since 1983;

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Mark in the United States of America;

WHEREAS, ASSIGNEE desires to acquire from ASSIGNOR all rights, title, interest and ownership in and to the Mark, including any and all registrations, together with the associated goodwill;

NOW, THEREFORE, for and in consideration of the sum of \$10.00 paid to ASSIGNOR, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE, intending to be legally bound, hereby agree as follows:

1. ASSIGNOR hereby grants, transfers, assigns, and conveys to ASSIGNEE, its successors and assigns, all of ASSIGNOR'S right, title, and interest, ownership, and all subsidiary rights in and to the Mark together with the goodwill of the business relating to the Service in which the Mark is used and for which it is registered, including but not limited to all causes of action and the right to secure registrations, renewals, reissues, and extensions of any such Mark in ASSIGNEE'S name as claimant in the United States of America and/or any other country.
2. This Agreement shall be construed to vest in ASSIGNEE and its successors and assigns any and all right, title or interest in the Mark and/or in any registrations of the Mark anywhere in the world.

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3. ASSIGNOR and ASSIGNEE acknowledge and agree that at the time of the execution of this Agreement, ASSIGNOR'S Mark is not subject to an existing license or other agreement with any third party except ASSIGNEE.

4. ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Mark.

5. ASSIGNOR acknowledges that ASSIGNEE is the senior user of the Mark.

6. ASSIGNOR warrants and represents that (1) ASSIGNOR, to the extent it may own any right or interest in or to the Mark, is the sole and exclusive owner of the entire right, title, and interest in and to the Mark; (2) to the knowledge of ASSIGNOR, its trademark interest does not infringe the rights of any other person or entity other than possibly the ASSIGNEE'S rights in the Mark; (3) to the knowledge of ASSIGNOR, no claim of any such infringement or violation has been threatened or asserted, and no such claim is pending against ASSIGNOR, its subsidiaries, affiliates or students except ASSIGNEE; and (4) ASSIGNOR has not entered into any agreement, license, release or other transaction that prevents ASSIGNOR from entering into this Agreement or restricts the right of ASSIGNEE to exploit the Mark in any way.

7. ASSIGNOR represents that it has the power and authority to submit and assign the Mark to ASSIGNEE.

8. This Agreement will be governed by the laws of the State of Louisiana. Any dispute arising under this Agreement shall be resolved at a venue in the state of Louisiana. If a dispute arises under this Agreement, ASSIGNOR and ASSIGNEE agree to first try to resolve it with the help of a mutually agreed upon mediator and any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. In the event that the dispute is not resolved through mediation, the parties agree to submit the jurisdiction of the court located in Orleans Parish, Louisiana.

9. This is the entire Agreement between the parties, except for the license agreement attached as EXHIBIT B. This Agreement does not create a partnership or joint venture relationship. If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect of the unenforceable part shall be construed in a manner most closely reflecting the intent of the parties. All notices and communications made under this Agreement shall be delivered to addresses above unless otherwise agreed in writing by the parties. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

~~ASSIGNOR~~ ASSIGNEE

Printed Name and Title: Steve Monistere 10/16/09

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Signature: He Monist

Date: 12/16/09

ASSIGNEE ASSIGNOR

Printed Name and Title: Ronnie L. Parker

Signature: Ronnie L. Parker

Date: 12-15-09

WITNESS

Printed Name: HEATHER L. McCall

Signature: Heather L. McCall

WITNESS

Printed Name: Shelley McCall

Signature: Shelley McCall

WITNESS

LeAnn Faith Monistere 12-16-09  
DeAnn Faith Monistere

WITNESS

Dominic Monistere Dec 16,  
[Signature]

[Signature]

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TRADEMARK

**Int. Cl.: 41**

**Prior U.S. Cls.: 100, 101, and 107**

**United States Patent and Trademark Office**

**Reg. No. 2,890,070**

**Registered Sep. 28, 2004**

**SERVICE MARK  
PRINCIPAL REGISTER**

**WHO DAT? BLUES BAND**

PARKER, RONNIE LEE (UNITED STATES INDIVIDUAL)  
933 WEST ERIE  
ALBION, MI 49224

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BLUES BAND", APART FROM THE MARK AS SHOWN.

FOR: ENTERTAINMENT, NAMELY, LIVE PERFORMANCES BY A MUSICAL BAND, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

SN 78-112,293, FILED 3-4-2002.

FIRST USE 1-11-2000; IN COMMERCE 1-15-2003.

MARY CRAWFORD, EXAMINING ATTORNEY

## TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT ("Agreement") dated as of 15<sup>th</sup> December, 2009 ("Effective Date"), is entered into by and between Who Dat?, Inc. ("LICENSOR"), a corporation located at municipal address 518 S. Rampart Street, New Orleans, Louisiana 70113 and Ronnie Lee Parker owner of/and Who Dat? Blues Band ("LICENSEE"), an individual and company located at municipal address 933 West Eric, Albion, Michigan 49224.

WHEREAS, LICENSOR is the owner of numerous WHO DAT? trademarks and service marks and variations thereof used in connection with various products and services, including WHO DAT? used in connection with live musical performances and sound recordings;

WHEREAS, LICENSEE desires to acquire and LICENSOR is willing to grant to LICENSEE a License Agreement granting the right to use name and/or mark WHO DAT? BLUES BAND in connection with live musical performances in the state of Michigan and to use the domain name www.whodatbluesband.com.

NOW, THEREFORE, in consideration of the license granted under this Agreement, and mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### 1. Grant of Rights

LICENSOR hereby grants to LICENSEE, subject to the following terms and conditions, a royalty free, nonexclusive license to use the WHO DAT? BLUES BAND name and/or service mark within the states of Michigan, Ohio, and/or any states that said band has performed prior to September, 2009 and use the mark in the domain name www.whodatbluesband.com in connection with live musical performances and promotions of the band.

### 2. Term

This Agreement shall commence on the date of its execution by the parties hereto and shall continue until terminated pursuant to the provisions herein.

### 3. Quality Control

LICENSEE agrees that its music performance service sold under the WHO DAT? BLUES BAND name and/or service mark shall be of a quality equal to or higher than the service or products it presently sells under that or any other trademark. In order to enable LICENSOR to maintain control over the nature and quality of any service or products, advertising, promotional activities or other services or activities in connection with which LICENSEE uses the name or Mark or any variations thereof and for the protection of the public and the preservation of

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LICENSOR'S rights, LICENSOR has the right to examine and approve all such services and products. LICENSOR shall also have the right to examine and approve the manner in which LICENSEE uses the name and/or Mark to insure proper usage of the name Mark by LICENSEE. Should LICENSOR object to LICENSEE'S use of the Mark at any time. LICENSEE shall forthwith cure the objections. If LICENSEE fails to cure any objections made by LICENSOR within sixty (60) days after being notified of the objection by LICENSOR, LICENSOR shall have the right to immediately terminate this Agreement.

#### 4. Designation of Trademark

Other than the LICENSEE corporate name and the WHO DAT? BLUES BAND service mark, no other trademark or trade name of any kind shall appear in connection with LICENSEE'S service or any related performance or packaging therefore, manufactured, offered for sale, sold, advertised or distributed pursuant to this Agreement. LICENSEE agrees to use such trademark notice or legends as LICENSOR shall request in connection with service, performances, packaging and advertising.

#### 5. Ownership of the Trademark

LICENSEE acknowledges that LICENSOR is the senior user and owner of all right, title and interest in and to the WHO DAT? mark and its variations, including without limitation service mark Registration No. 2,890,070. LICENSEE further acknowledges that its use of the WHO DAT? BLUES BAND name and/or service mark creates in LICENSEE no rights or proprietary interests in said mark and that all use of WHO DAT? BLUES BAND by LICENSEE inures to the benefit of LICENSOR. LICENSEE shall not challenge or assist another in challenging or, directly or indirectly, assert any right, title or interest in or to the WHO? DAT or WHO DAT? BLUES BAND mark or any application for registration or registration thereof. At the request of LICENSOR, LICENSEE shall execute and deliver all documents which LICENSOR deems necessary or appropriate to maintain any registration LICENSOR has or may obtain of the WHO DAT? or WHO DAT? BLUES BAND mark, or to facilitate the making or granting of an application for registration of said mark. Where feasible, practical and appropriate, LICENSEE shall mark all products, packaging and advertising and promotional materials with proper trademark registration notice as prescribed under 15 U.S.C.A. § 1111.

#### 6. Enforcement

LICENSEE agrees to inform LICENSOR promptly in writing of (a) any infringement or instance of unfair competition of which LICENSEE may become aware involving the WHO DAT? BLUES BAND mark, (b) any challenge to LICENSEE'S use of the WHO DAT? BLUES BAND mark, and (c) any claim of which LICENSEE may become aware by any person to any right in the WHO DAT? BLUES BAND mark, in which case LICENSOR shall have the sole

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discretion to take such action as it deems appropriate. LICENSEE shall assist and cooperate with LICENSOR by, among other things, furnishing such documentary evidence and oral testimony relating to LICENSEE'S use of the WHO DAT? BLUES BAND mark as LICENSOR may request.

LICENSOR has the first right, but not the obligation, to enforce any of the name and/or Mark against any third parties. LICENSOR shall bear the expense of and receive any recovery from any action resulting from any such infringement; provided, however, that if LICENSEE agrees to bear part of the expense of such litigation, LICENSEE shall be entitled to share in any monetary judgment recovered in the same proportion as the amount that its contribution of the expense bears to the total expense of the litigation. In the event LICENSOR does not exercise its right to enforce the name and/or Mark against any third party, LICENSEE shall have the right to enforce the name and/or Mark; provided, however, that LICENSEE shall bear the entire expense of and receive any recovery from such action.

#### **7. Compliance with Laws**

LICENSEE shall comply with all governmental laws, regulations, decrees and their equivalent pertaining to the performance, offering for sale, sale, advertising and distribution of the Licensed Service pursuant to this Agreement.

#### **8. Indemnification**

LICENSEE agrees to indemnify LICENSOR and hold it harmless against all actions, claims, costs, damages or expenses, including reasonable attorney's fees, which may be brought against or made against or incurred by LICENSOR as a result of or in any way connected with any acts, whether of omission or commission, that may be committed by LICENSEE or any of its servants, agents or employees in connection with LICENSEE'S performance under this Agreement or in connection with LICENSEE'S live music performances or sale, offering for sale, advertising or distribution of the service under the WHO DAT? BLUES BAND name and/or mark.

#### **9. Termination**

This Agreement and all rights granted herein shall terminate upon written notice from LICENSOR to LICENSEE in the event that:

- a. LICENSEE breaches any of the provisions of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach from LICENSOR:

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- b. LICENSEE discontinues the performance of live music and sale of service bearing the WHO DAT? BLUES BAND name and/or mark for any period of twelve (12) consecutive months after the commencement of the term of this Agreement;
- c. LICENSEE attempts to assign or otherwise transfer this Agreement or any rights granted under this Agreement without the prior written consent of LICENSOR;
- d. LICENSEE ceases doing business;
- e. LICENSEE becomes insolvent; or
- f. upon receivership or bankruptcy of LICENSEE, or if LICENSEE should make an assignment for the benefit of creditors.

Upon termination of this Agreement pursuant to this paragraph, all rights and privileges of LICENSEE hereunder shall terminate, and LICENSEE shall not thereafter make any use whatsoever of the WHO DAT? BLUES BAND name and/or mark or any colorable imitation thereof.

Upon the termination or expiration of this Agreement or the termination or expiration of any extension of the term thereof, for any reason whatsoever, LICENSEE shall forthwith discontinue the use of the name and/or Mark and thereafter shall no longer use or have the right to use the name and/or Mark, any variations thereof or any word or figure similar thereto.

#### 10. Assignment and Sublicense

LICENSEE shall not assign or transfer the license that is the subject of this Agreement without the prior written consent of LICENSOR. LICENSOR may assign this Agreement or any rights under their Agreement without the consent of LICENSEE.

#### 11. Modification; Waiver

No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both parties. Any failure by either party to enforce any provision of this Agreement shall not constitute a waiver of such party's rights therein.

#### 12. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Louisiana without regard to its conflicts of laws provisions. The exclusive forum for any actions arising out of or relating to this Agreement shall be the appropriate state or federal court sitting in the Parish of Orleans, State of Louisiana. If a dispute arises under this Agreement,

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R.L.P.

LICENSOR and LICENSEE agree to first try to resolve it with the help of a mutually agreed upon mediator and any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. In the event that the dispute is not resolved through mediation, the parties submit to the jurisdiction of the venue stated above.

### 13. Miscellaneous

**Severability.** The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof, and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such void provision had not been contained herein. The invalid portion shall be interpreted in such a way that carries out the parties mutual intent.

**Construction.** The language used in this Agreement shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition of this Agreement.

**Waiver.** The waiver by either of the parties hereto of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any succeeding breach of any such provision or a waiver of the provision itself.

**Nature of Relationship.** Nothing herein shall be construed to place the parties in a relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

**Notice.** Any notice, payment, or statement required by this Agreement shall be in writing and either delivered personally or sent by registered or certified mail, postage prepaid, to the addresses first listed above. A party may designate another address by notice to the other. All notices shall be effective as of the date of personal delivery or mailing.

This Agreement is binding upon the parties, their successors and assigns. This Agreement may be executed in counterparts.

In witness whereof, the parties have executed this Agreement as of the date first above written.

LICENSOR

By: Steve Monistere 12/16/09  
Name: STEVE MONISTERE  
Title: PRESIDENT - WHODAT, INC.

WITNESSES

LeAnn Feidh Monistere

LeAnn Feidh Monistere

WITNESSES

Dominic Monistere

[Signature]

Dec 16, 2009

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LICENSEE

By: Ronnie L Parker  
Name: Ronnie L Parker  
Title: Owner

WITNESS

Printed Name: Harvix S. McCall  
Signature: [Signature]

WITNESS

Printed Name: Shelley McCall  
Signature: [Signature]

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