

03-11-2010

215/10



103591389

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Phillip McCarthy and David McCarthy

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 30, 2009

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: WICKED SMART, LLC

Internal

Address: _____

Street Address: 6 Simmons Lane

City: Albany

State: NY

Country: USA Zip: 12204

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other LLC Citizenship NY

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and

A. Trademark Application No.(s)

Identification or description of the Trademark.

B. Trademark Registration No.(s)

78408460 - Wicked Smart Apparel (Standard Character Mark)

FEB - 5 2010

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Mark E. Watkins

Internal Address: _____

Street Address: 39 N. Pearl St.

City: Albany

State: NY Zip: 12207

Phone Number: 518.449.3300

Fax Number: 518.432.3123

Email Address: mwatkins@nolanandhelle.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

02/08/2010 LMUELLER 00000006 78408460

Authorized User Name

01 FC:8521

02 FC:8522

1/27/2010

9. Signature:

Signature

Date

David McCarthy

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004165 FRAME: 0189

3-10-10

OP
OP

SCHEDULE A

Trasemark	Reg. #	Description	Reg. Date	Goods and Services
Wicked Smart	3265693	Standard Character Mark	July 17, 2007	IC 025. US 022 039. G & S: Clothing - namely T-shirts, sweatshirts, shirts, shorts, pants, hats, jackets, shoes and socks.
Wicked Smart w/ design	3265712	The mark consists of a stylized running figure.	July 17, 2007	IC 025. US 022 039. G & S: Clothing - namely T-shirts, sweatshirts, shirts, shorts, pants, hats, jackets, shoes and socks.
Wicked Smart Apparel	3272778	Standard Character Mark	July 31, 2007	IC 025. US 022 039. G & S: Clothing - namely T-shirts, sweatshirts, shirts, shorts, pants, hats, jackets, shoes and socks.

Attachment 1 - continuation of Item 4

78406885 - Wicked Smart (Design plus words)

78376448 - Wicked Smart (Standard Character Mark)

ASSIGNMENT

THIS ASSIGNMENT made October 30, 2009, by **PHILIP MCCARTHY** and **DAVID MCCARTHY**, with an address at 6 Simmons Lane, Albany, New York 12204 (collectively, "Assignor"), to Wicked Smart, LLC, a New York Limited liability company with an address at 6 Simmons Lane, Albany, New York 12204 ("Assignee").

WHEREAS, Assignor, as successor in interest to Wicked Smart, Inc., a dissolved Vermont corporation, is the owner of all rights in the trademarks and trade names listed on Schedule A attached hereto (the "Property"); and

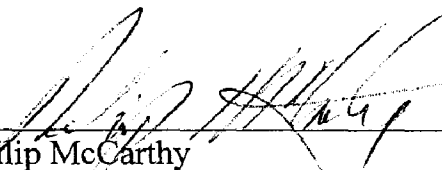
WHEREAS, Assignee desires to acquire the entire interest of Assignor in the Property.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, Assignor assigns to Assignee, its successors and assigns, the entire interest of the Assignor in the Property,

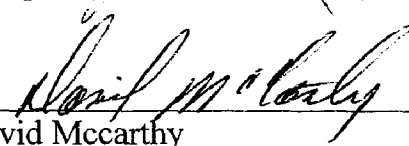
TO HAVE AND TO HOLD the same unto the Assignee, or its successors and assigns from the date of this Assignment, subject to the terms, covenants and conditions hereof.

The Assignor covenants and represents that the Property is not encumbered by any prior transfer, assignment, mortgage, liens or assessments or encumbrances of whatever nature caused by any act at any time on the part of the Assignor.

IN WITNESS WHEREOF, the Assignor has made and executed this Assignment as of the 30 day of October, 2009.



Philip McCarthy



David McCarthy

69353