

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
Bogart, Inc.		05/01/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Bogart, LLC		
Street Address:	234 E. Colorado Blvd.		
Internal Address:	Suite M120		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2868210	BOGART	
CORRESPONDENCE DATA			
Fax Number:	(626)744-3366		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(626) 744-3100		
Email:	mocrain@crainlawgroup.com		
Correspondent Name:	Robbert J.F. de Klerk		
Address Line 1:	234 E. Colorado Blvd.		
Address Line 2:	Suite M120		
Address Line 4:	Pasadena, CALIFORNIA 91101		
NAME OF SUBMITTER:	Michael O. Crain		
Signature:	/michael o. crain/		
Date:	04/02/2010		

OP \$40.00 2868210

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AGREEMENT, agreed upon and made effective as of May 1, 2009 ("Effective Date"), is entered into by and between Bogart, Inc., a New York corporation (hereinafter referred to as ASSIGNOR) and Bogart, LLC, a Delaware limited liability company (hereinafter referred to as ASSIGNEE).

WHEREAS, ASSIGNOR is the owner of all rights, title and interest in and to the trademark *BOGART* as registered with the U.S. Patent and Trademark Office, Serial No. 75892483 and Reg. No. 2868210 (hereinafter referred to as TRADEMARK), including the goodwill attached thereto; and

WHEREAS, ASSIGNEE desires to acquire all rights, title and interest in and to the said TRADEMARK, including all rights, title and interest in and to its ownership and registration with the U.S. Patent and Trademark Office, together with the goodwill attached thereto;

NOW, THEREFORE, BE IT KNOWN THAT for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, and delivers to the ASSIGNEE all of its rights, title, and interest in and to the TRADEMARK described herein, together with (1) the Goodwill; (2) all income, royalties and damages that become due or payable to the ASSIGNOR with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of the TRADEMARK; and (3) all rights to sue for past, present, and future infringements or misappropriations of the TRADEMARK, the same to be held and enjoyed by ASSIGNEE for its own use and for the use of its legal representatives, administrators or assigns, as fully and entirely as the same would have been held by ASSIGNOR if this assignment and transfer had not been made.

This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Assignment.

ASSIGNOR and ASSIGNEE have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Assignment as of the Effective Date first written above.

(Remainder of page intentionally left blank)

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ASSIGNOR

Bogart, Inc
Bogart, Inc.
By: Edward M. Rosen
Title: Vice President

Sworn to and subscribed before
me this 7th day of March, 2010.

Rosemary Setteducato
Notary Public

ROSEMARY SETTEDUCATO
Notary Public, State of New York
No. 24-4678133
Qualified in New York County
Commission Expires Dec 31, 2012

ASSIGNEE

[Signature]
Bogart, LLC
By: Robbert J.F. de Klerk
Title: Co-Manager

Sworn to and subscribed before
me this ___ day of _____, 20__.

[Signature]
Notary Public
see attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

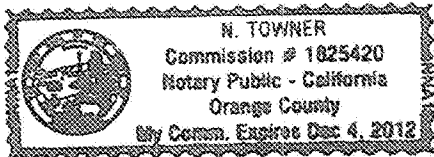
On March 30, 2010 before me, N. Towner, Notary Public

personally appeared Robert J.F. DeKlerk

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment of Trademark Agreement

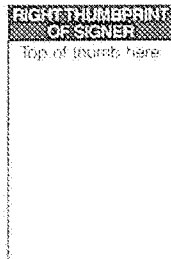
Document Date: March 30, 2010 Number of Pages: 3 total

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

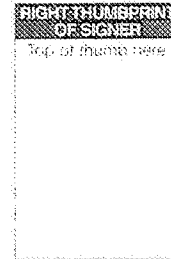
- Individual
- Corporate Officer --- Title(s): _____
- Partner --- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer --- Title(s): _____
- Partner --- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____