

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
Scott C. Tuscani		06/16/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Hard Candy, LLC		
Street Address:	6100 Hollywood Boulevard		
City:	Hollywood		
State/Country:	FLORIDA		
Postal Code:	33024		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77950899	HARD CANDY	
Registration Number:	2819833	HARD CANDY	
CORRESPONDENCE DATA			
Fax Number:	(305)961-5812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3055790812		
Email:	mrv@gtlaw.com		
Correspondent Name:	Greenberg Traurig Attn: Manuel Valcarcel		
Address Line 1:	1221 Brickell Avenue		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	060736.015800		
NAME OF SUBMITTER:	Manuel Valcarcel		
Signature:	/Manuel Valcarcel/		
Date:	06/30/2010		

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Total Attachments: 5

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WORLDWIDE ASSIGNMENT AGREEMENT

This Worldwide Assignment Agreement (the "Assignment") is effective as of the 16th of June, 2010 (the "Effective Date").

BETWEEN:

- (1) Scott C. Tuscani, an individual of Santa Barbara, California ("Assignor"); and
- (2) Hard Candy, LLC, a Florida limited liability company with its principal place of business at 6100 Hollywood Boulevard, Hollywood, Florida ("Assignee").

WHEREAS:

- (1) Assignor asserts the ownership of certain intellectual property rights relating to the *Hard Candy* trademarks ("Trademarks"), including but not limited to (a) the Federal registrations and applications for registration identified in Schedule A; (b) all domain names relating to the Trademarks, including, without limitation, those identified in Schedule B ("Domain Names"); (c) all trademarks, service marks, trade names, character names, marks, symbols, devices, trade dress, sounds, expressions, ideas, pictorial representations, goods and products relating to or using the term "Hard Candy" ("Term"), whether or not the subject of a federal registration; (d) any and all patents regarding the Term or the Trademarks, all of the foregoing hereby collectively referred to as the "HARD CANDY IP";
- (2) Assignee wishes to acquire full, complete and unencumbered ownership of the HARD CANDY IP.

NOW IT IS HEREBY AGREED as follows:

1. ASSIGNMENT

- (a) In consideration of the foregoing and payment of good, sufficient and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee and its successors and assigns, free from any known encumbrances all right, title and interest in and to the HARD CANDY IP, together with the goodwill associated with the HARD CANDY IP and the right to sue for, settle, or release any past, present, or future infringement thereof.
- (b) This Assignment extends to Assignor's rights to the HARD CANDY IP worldwide.

2. REPRESENTATIONS AND WARRANTIES OF THE ASSIGNOR

- (a) Assignor represents that it believes it has the full right to convey its entire right, title, and interest in and to the HARD CANDY IP, and that to its knowledge the HARD CANDY IP or any component thereof is not subject to any lien, security interest, mortgage, or other encumbrances. Assignee accepts assignment of the HARD CANDY IP.

- (b) Assignor has not granted any licenses to or authorized any third parties to use the HARD CANDY IP.
- (c) Within 10 days from the date of this Assignment, Assignor shall deliver all documents in its possession or under its control concerning ownership, maintenance, and transfer of the HARD CANDY IP, including but not limited to all documents relating to i) Domain Names including passwords and user names for each Domain Name and other necessary documents and information to allow Assignee to change the domain name registrant from Assignor to Assignee or its designee, and ii) service mark and trademark adoption, selection, prosecution, and enforcement, to the extent not already produced to HARD CANDY.
- (d) Assignor represents and warrants that it has not executed, and will not execute, any agreement in conflict herewith. Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers and to otherwise take such action, which documents or actions are necessary to perfect such rights, title and interest in Assignee, its successors, assigns and legal representatives in and to the HARD CANDY IP.
- (e) This Assignment and all of its terms and provisions are and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, representatives, agents, officers, directors, employees, successors, assigns, general partners, limited partners, members, affiliates, and insurers of the parties hereto.

IN WITNESS OF THIS ASSIGNMENT, Assignor has signed below:

SCOTT C. TUSCANI

By: 

Scott C. Tuscani

STATE OF CALIFORNIA §
 §
 COUNTY OF LOS ANGELES §

SS:

~~Before me, a Notary Public, on this day personally appeared SCOTT C. TUSCANI, who showed me the following identification: _____, and acknowledged to me that the same was the act of _____, and that he has executed the same on behalf of himself for the purposes and consideration therein expressed, and in the capacity therein stated.~~

~~Given under my hand and seal of office this _____ day of June, 2010.~~

~~Notary Public~~

See attached acknowledgment form.

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Schedule A

1. U.S Trademark Registration No. 2819833
2. U.S. Trademark Application Serial No. 77950899

Schedule B

1. hard-candy.net,
2. hard-candy.us,
3. hardcandyclothing.com,
4. hardcandygear.com,
5. hardcandygirl.net,
6. hardcandyindustries.com,
7. hard-candystore.com,
8. hardcandystore.com,
9. hrd-cndy.com,
10. hrd-cndy.info,
11. hrd-cndy.net,
12. hrd-cndy.org,
13. hrd-cndy.us,
14. livehardcandy.com,
15. livehardcandy.info,
16. livehardcandy.net,
17. livehardcandy.org,
18. livehardcandy.us,
19. hardcandycouture.net,
20. hardcandycouture.org,
21. hardcandydesigns.net,
22. hardcandydesigns.org,
23. ~~hardcandyentertainment.com,~~
24. hardcandyfashion.com,
25. hardcandyfashion.net,
26. hardcandyfashion.org,
27. hardcandygear.net,
28. hardcandygear.org,
29. ~~hardcandygems.com,~~
30. hardcandygirl.org,
31. hardcandygraphics.com,
32. hardcandygraphics.net,
33. hardcandygraphics.org,
34. ~~hardcandykink.com,~~
35. hardcandystore.com,
36. hardcandystore.org,
37. hardcandystreet.com,
38. hardcandystreet.net,
39. hardcandystreet.org,
40. hardcandystyle.com,
41. hardcandystyle.net,
42. hardcandystyle.org,
43. realhardcandy.com,
44. realhardcandy.net,
45. realhardcandy.org,
46. sweethardcandy.com,
47. sweethardcandy.org,
48. hardcandybeauty.com,
49. hardcandybeauty.net,
50. hardcandybeauty.org,
51. hardcandybrand.com,
52. hardcandybrand.net,
53. hardcandybrand.org,
54. hardcandyclothing.net,
55. hardcandyclothing.org,
56. hardcandycollection.com,
57. hardcandycollection.net,
58. hardcandycollection.org,
59. hardcandyculture.com,
60. hardcandyculture.net,
61. hardcandyculture.org,
62. hardcandyint.com,
63. hardcandyint.net,
64. hardcandyint.org,
65. hardcandylife.com,
66. hardcandylife.net,
67. hardcandylife.org,
68. hardcandyorganics.com,
69. hardcandyorganics.net,
70. hardcandyorganics.org,
71. hardcandyworld.com,
72. hardcandyworld.net,
73. hardcandyworld.org,
74. tastehardcandy.com,
75. tastehardcandy.net, and
76. tastehardcandy.org.



