

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
Two Dat, Inc.		08/15/2010	CORPORATION: LOUISIANA

RECEIVING PARTY DATA

Name:	Who Dat?, Inc.
Street Address:	518 S. Rampart Street
City:	New Orleans
State/Country:	LOUISIANA
Postal Code:	70113
Entity Type:	CORPORATION: LOUISIANA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77932659	TWO DAT

CORRESPONDENCE DATA

Fax Number: (504)527-5111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 225-802-1499
 Email: brandonjfrank@gmail.com
 Correspondent Name: Brandon J. Frank
 Address Line 1: 650 Poydras Street, Suite 1470
 Address Line 4: New Orleans, LOUISIANA 70130

NAME OF SUBMITTER:	Brandon Frank
Signature:	/Brandon Frank/
Date:	08/19/2010

Total Attachments: 7
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TRADEMARK ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Agreement") dated as of August 1, 2010 ("Effective Date"), is entered into by and between Two Dat Inc. ("ASSIGNOR"), a Louisiana corporation located at 1750 St. Charles Avenue, Unit 206, New Orleans, Louisiana 70130, and Who Dat?, Inc. ("ASSIGNEE"), a Louisiana corporation located at 518 S. Rampart Street, New Orleans, Louisiana 70113.

WHEREAS, ASSIGNOR is the applicant the federal trademark application number 77932659 for "TWO DAT" for clothing;

WHEREAS, ASSIGNOR is the registrant of the Louisiana trade name and trademark registrations for "TWO DAT" in connection with clothing;

WHEREAS, ASSIGNOR is the applicant of the federal trademark application number 77932606 for "WHO DAT" for clothing;

WHEREAS, ASSIGNOR is the owner of certain registrations for domain names and/or uniform resource locator addresses containing the term "TWO DAT";

WHEREAS, ASSIGNOR has produced clothing products which bear the term "TWO DAT";

WHEREAS, certain clothing products bearing the term "TWO DAT" have been placed in commerce and sold;

WHEREAS, ASSIGNEE desires to acquire from ASSIGNOR all rights, title, interest and ownership that ASSIGNOR may have, if any, in and to the Mark, including the above mentioned applications and registrations, as referenced in Exhibit A, and the Mark therein described and claimed (collectively referred to herein as the "Mark"), and any trademark registrations that may be issued upon said application(s), together with the associated goodwill;

WHEREAS, ASSIGNOR desires to convey, transfer, assign, and deliver to ASSIGNEE any and all of its right, title, and interest in and to the Mark and said applications and registrations;

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

1. ASSIGNOR, subject to the provisions set forth herein, hereby grants, transfers, assigns, and conveys to ASSIGNEE, its successors and assigns, any and all of ASSIGNOR'S right, title, and interest, and all subsidiary rights in and to the application(s) and registration(s) and Mark therein described and worldwide rights

therein, together with the goodwill of the business associated with the Mark, 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. ASSIGNOR warrants and represents that

- (a) It has the power and authority to submit, assign and transfer the "TWO DAT" mark (the "Mark") to ASSIGNEE;
- (b) to the knowledge of ASSIGNOR, its trademark rights in the Mark, if any, does not infringe the rights of any other person or entity other than possibly ASSIGNEE'S trademark rights in the Mark;
- (c) 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 or affiliates; and
- (d) 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.

3. ASSIGNEE acknowledges that while ASSIGNOR has filed an application for ASSIGNEE'S "TWO DAT" Mark and an application for ASSIGNEE'S "WHO DAT" trademark with the United States Patent and Trademark Office and with the Secretary of State of Louisiana, neither is final and definitive.

4. ASSIGNEE warrants and represents that it will, at its own cost, promptly and timely use best efforts to protect and secure the Mark, such efforts to include prosecuting the federal trademark application for the Mark in Class 25 for apparel.

5. ASSIGNEE may apply for trademark registrations in other classes of goods or services and hereby agrees to promptly notify ASSIGNOR in writing of such applications and provide copies of all documents filed, materials produced and actions taken. ASSIGNOR's right to royalties or other fees provided for in this Agreement shall apply to all classes of goods or services for which the term "TWO DAT" is utilized.

6. ASSIGNEE further agrees to offer ASSIGNOR a license to use the Mark in such class(es) of goods or services, with the terms and conditions of any such license to be negotiated by the parties in good faith.

7. ASSIGNOR covenants and agrees that it will execute and deliver at any time, upon the request and at the expense of ASSIGNEE, all documents, papers, forms, and authorizations and take all other actions that may be necessary to (a) secure, complete, or vest in ASSIGNEE the rights set forth herein; and (b) defend, establish or otherwise

preserve the validity of the Mark against any and all infringers, and perform such other acts as are necessary to give full force and effect to this Agreement.

8. ASSIGNOR understands and acknowledges that ASSIGNEE cannot guarantee the outcome of any application for any trademark registration of the TWO DAT mark which is made through any governmental entity.

9. ASSIGNEE warrants that it will use best efforts to accomplish those tasks set forth in the marketing plan attached hereto as Exhibit B. More particularly, ASSIGNEE shall timely take those actions necessary to permit merchandise to be made available online by the Effective Date. ASSIGNEE shall take any necessary actions to expose the mark to the general public through the distributions of posters and other materials.

10. ASSIGNEE will maintain a marketing, sales and service organization properly trained to market the Product and to insure proper installation and servicing thereof.

11. ASSIGNEE hereby agrees to pay to ASSIGNOR, for as long as ASSIGNEE uses the Mark, a continuing royalty of five percent (5%) of Gross Sales of all products or services which are co-branded with the Mark and the "Finish Strong" mark or any other mark the parties agree upon, and a continuing royalty of seven and one half percent (7.5%) of Gross Sales of all products or services which are branded with only the Mark or co-branded with the Mark and ASSIGNEE'S "Who Dat" trademark or a derivation thereof. ASSIGNEE further agrees to pay to ASSIGNOR a royalty of three cents (\$0.03) for any song of a music recording that refers to the Mark, per unit sold, not returned, and paid for. In the event that an individual song that refers to the Mark is sold separately from a music recording via digital download or any other electronic/digital means, ASSIGNEE will pay ASSIGNOR three percent (\$0.03) of the net revenue per sale of the song. The above royalty rates of songs are all inclusive of both publishing/mechanical rights and master royalty rights, with no other royalties of any kind due to ASSIGNOR.

As used in this Agreement, Gross Sales shall mean the ASSIGNEE'S billing price to customers or distributors, including the royalty amount less customary trade discounts actually given, returns, and transportation charges on returns and shall exclude uncollectible accounts, taxes, fees, assessments, advertising or other expenses of any kind that may be incurred or paid by ASSIGNEE, except as specifically enumerated in the definition of Gross Sales, above.

12. Royalties due on products utilizing the Mark shall be reported monthly and paid quarterly. Royalties due on songs referring to the Mark shall be paid within 30 days after ASSIGNEE receives payments from its distributors and publishers. ASSIGNEE hereby agrees to pay ASSIGNOR such royalties or fees retroactive to January 1, 2010.

13. ASSIGNEE shall keep true and accurate accounts of sales of goods and services and music recordings which bear the Mark. ASSIGNOR or its designated

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representative shall have the right to inspect the books and records of ASSIGNEE twice per year during normal business hours, insofar as said books and records pertain to ASSIGNEE'S rights granted hereunder.

14. ASSIGNEE will keep accurate books of account and other records reflecting all sales of goods or services utilizing the Mark, and will carefully prepare and maintain such books and records for at least five (5) years following the execution of this Agreement. ASSIGNEE hereby grants to ASSIGNOR or its duly accredited representative the right to inspect and make copies of such books and records for the purpose of ascertaining or confirming the accuracy of statements rendered hereunder, such inspection and copying to be at the expense of ASSIGNOR. ASSIGNEE shall have one (1) year to dispute the validity of any such statement.

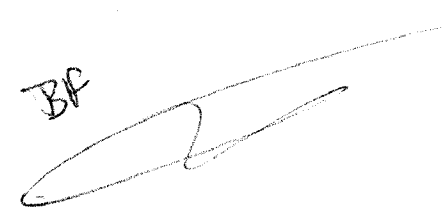
15. ASSIGNOR shall have the right to inspect and make extracts of the books and records of ASSIGNEE, its subsidiaries, affiliates, ASSIGNEEs and assigns wherever same may be, insofar as said books and records pertain to any monies payable to ASSIGNOR under this Agreement and any extension or modification thereof, or insofar as any said books or records pertain to the exercise by ASSIGNEE, of any rights granted to ASSIGNEE hereunder. Such inspections shall be made on ten (10) ten days written notice, during normal business hours of normal business days, but not more frequently than once annually in each year.

16. Payments by ASSIGNEE to ASSIGNOR of royalties or license fees due shall be accompanied by a statement setting forth in detail the computation of the amount thereof and include, without limitation of the generality of the royalties due and the number of records sold from each master during the accounting period. The obligations set forth herein, and more particularly, the continuing obligation to pay royalties based upon gross sales of all products, and the payment of royalties for any song of a music recording that refers to the Mark shall be due for sales after January 1, 2010. Any products bearing the Mark or music referring to the Mark produced after January 1, 2010 shall create the obligations for payment set forth herein. Such obligation shall be deemed continuing for as long as ASSIGNEE uses the Mark.

17. ASSIGNEE shall supply ASSIGNOR with a minimum of five (5) samples of each product utilizing the Mark upon request by ASSIGNEE.

18.(a) All representations, warranties, covenants, and agreements of the ASSIGNEE contained in this Agreement are material inducements to the ASSIGNOR to enter into this Agreement. ASSIGNEE'S breach of any of the representations, warranties, covenants, and agreements or misrepresentations shall be deemed a Default under this Agreement. Further, each of the following shall constitute a default:

- i. ASSIGNEE fails to make any payment when due under this Agreement.

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- ii. A formal declaration of insolvency of ASSIGNEE occurs or exists.
- iii. Proceedings for reorganizations, liquidation, or bankruptcy, are brought by or against ASSIGNEE.
- iv. The attempt by a creditor or any other party to seize any assets of ASSIGNEE.

(e) Where ASSIGNOR deems that a Default has occurred, then:

- i. ASSIGNOR shall provide written notice of such failure ("Default Notice") to ASSIGNEE.
- ii. After issuance of the Default Notice, ASSIGNEE shall have sixty (60) calendar days to cure such default ("Cure Period"). If ASSIGNEE fails to timely cure the Default during the Cure Period, then such failure to cure shall be deemed an Event of Default.

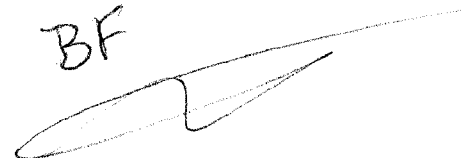
(f) Where an Event of Default occurs, then ASSIGNOR may declare a default ("Declaration of Default") and:

- i. Submit its allegation of an Event of Default to binding arbitration, or
- ii. Seek redress in a Court of competent Jurisdiction.

(g) If ASSIGNOR exercises its right to binding arbitration, then

- i. Such arbitration shall be prosecuted pursuant to the Commercial Arbitration Rules of the American Arbitration Association and shall be conducted before an arbitrator chosen by the parties from the panel of arbitrators available through Mediation Arbitration Profession Systems (MAPPS).
- ii. MAPPS shall set the matter for hearing no later than fourteen (14) days subsequent to the filing of the complaint, or such longer periods as the parties mutually agree.
- iii. The issue for MAPPS to determine shall be limited to whether or not the alleged Event of Default of the obligations pursuant to this Agreement did in fact inappropriately occur.

(h) If MAPPS determines that the alleged Event of Default has in fact occurred, then ASSIGNOR may:

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- i. Move for a recognition of the Arbitrators decision as a judgment of a court of competent jurisdiction pursuant to LRS 9:4201 et. Seq, or,
 - ii. Declare the Assignment of all right, title, and interest, ownership, and all subsidiary claims assigned revoked ipso factor without the necessity of further action.
- (i) The remedies available to ASSIGNOR including those provided by law, shall be cumulative, and not exclusive, and the exercise of any of its remedies at law or in equity to recover any damages as a consequence of this Agreement or the transactions contemplated hereby, shall not affect any other right or remedy which such other party may have.

19. This Agreement will be governed by the laws of the State of Louisiana, without regard to conflict of law provisions. 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 to the jurisdiction of the court located in Orleans Parish, Louisiana.

20. This is the entire Agreement between the parties. 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 and the unenforceable part shall be construed in a manner most closely reflecting the intent of the parties. ASSIGNEE'S failure to fulfill any of its covenants or obligations hereunder shall not affect the validity of the rights assigned, transferred and conveyed to ASSIGNEE hereunder. 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.

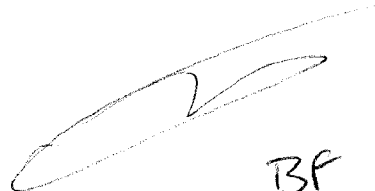
ASSIGNOR

Printed Name and Title: Wayne Babovic, President

Signature: 

Date: 8/15/10

WITNESS


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Printed Name: CHARLENE F BABOVICH
Signature: Charlene F Babovich

ASSIGNEE

Printed Name and Title: Bryan Frank, Officer/Agent
Signature: [Signature]
Date: August 15, 2010

WITNESS

Printed Name: CHARLENE F BABOVICH
Signature: Charlene F Babovich