

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	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>
Tommy Boy Entertainment LLC		12/03/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thomas Silverman		
<b>Street Address:</b>	7 Gramacy Park		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2478731	TOMMY BOY	
Registration Number:	1715321	TOMMY BOY	
Registration Number:	1279703	TOMMY BOY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)916-1867		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-916-1868		
<b>Email:</b>	larrykletter@kletterlawoffice.com		
<b>Correspondent Name:</b>	Lawrence A Kletter		
<b>Address Line 1:</b>	12 Nottingham Street		
<b>Address Line 4:</b>	Newton, MASSACHUSETTS 02459		
<b>NAME OF SUBMITTER:</b>	Lawrence A. Kletter		
<b>Signature:</b>	/Lawrence A. Kletter/		

OP \$90.00 2478731

Date:

12/09/2010

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AND SALE

This Agreement is by and between Tommy Boy Entertainment, LLC, a Delaware limited liability company with an address at 902 Broadway, 14th Floor, New York, NY 10010 ("Assignor") and Thomas Silverman, an individual with an address at 7 Gramercy Park, New York, NY 10003 ("Assignee").

WHEREAS, Assignor is the owner of that certain trademarks identified on Exhibit A hereto (the "Trademarks"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment**. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

2. **Consideration**. In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the sum of \$300,000.00, payable by check, wire or the cancellation of debt as of the date hereof.

3. **Registration Fees**. The registration for the change of the registered owner of the Trademarks shall be undertaken by the Assignee and the Assignee shall bear the registration fees incurred hereby.

4. **Representations and Warranties of Assignor**. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, and goodwill in the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
- (d) The Trademarks do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and

- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

5. **Representations and Warranties of Assignee.** Assignee represents and warrants to Assignor:

- (a) Assignee has the right and power to enter into this Agreement;
- (b) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (c) Assignee is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

6. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

7. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

8. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

9. **Agreement to Perform Necessary Acts.** Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement at the sole cost of the Assignor.

[This Space Left Intentionally Blank]

10. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of New York.

IN WITNESSETH WHEREOF, the parties have signed or caused this Agreement to be signed, under seal, as of the 3<sup>rd</sup> day of December 2010.

ASSIGNEE

[Signature]  
Thomas Silverman  
TS

ASSIGNOR

TOMMY BOY ENTERTAINMENT, LLC

By: [Signature]  
Victor Lee  
General Manager  
SZELAM J

State of New York  
County of New York

On December 3<sup>rd</sup>, 2010 before me, notary, personally appeared Thomas Silverman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same, and that by his signature on the instrument the person executed the instrument.

MARK SHOHET  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01SH6215726  
Qualified in New York County  
Commission Expires January 4, 2014  
(Seal)

Witness my hand and official seal.

Signature [Signature]  
Notary

State of New York  
County of New York

On December 2<sup>nd</sup>, 2010, before me, notary, personally appeared Victor Lee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his

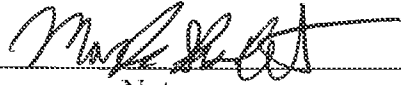
SZELAM J

authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

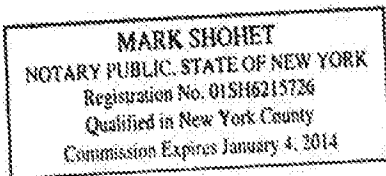
Witness my hand and official seal.

(Seal)

Signature



Notary



TRADEMARKS AND LOGO

**Word Mark** TOMMY BOY  
**Goods and Services** IC 025. US 022 039. G & S: jackets, wind resistant jackets, sweatshirts, T-shirts and hats. FIRST USE: 19910401. FIRST USE IN COMMERCE: 19910401

**Registration Number** 2478731

**Word Mark** TOMMY BOY  
**Goods and Services** IC 009. US 021 036. G & S: prerecorded audio and video goods, all in the nature of records, tapes, cassettes and discs, featuring entertainment.

**Registration Number** 1715321

**Word Mark** TOMMY BOY  
**Goods and Services** IC 009. US 036. G & S: Phonograph Records. FIRST USE: 19820501. FIRST USE IN COMMERCE: 19820501

**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS



**Registration Number** 1279703