

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		[Amended] Assignment of Trademarks	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vincent Cusano		07/13/2009	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TM Holding One Company		
<b>Street Address:</b>	711 Goldenrod Ct.		
<b>City:</b>	Crystal Lake		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60014		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2266118		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)474-0448		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-474-6300		
<b>Email:</b>	docket@marshallip.com		
<b>Correspondent Name:</b>	Michael R. Graham		
<b>Address Line 1:</b>	233 South Wacker Drive		
<b>Address Line 2:</b>	Suite 6300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	31608/G1000		
<b>NAME OF SUBMITTER:</b>	Michael R. Graham		
<b>Signature:</b>	/Michael R. Graham/		
<b>Date:</b>	01/27/2011		

OP \$40.00 2266118

Total Attachments: 3

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## [AMENDED] ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") originally entered into as of September 15, 2007 by and between Vincent Cusano ("Assignor") to TM One Holding Company, an Illinois corporation ("Assignee") is [amended] as of July 13, 2009 to reflect the correct legal corporation name inadvertently listed as TM ONE HOLDING COMPANY in the original assignment, to correctly read **TM HOLDING ONE COMPANY**. This amendment is made between the original parties to this assignment on July 13, 2009 and is effective retroactive to the original assignment date of September 15, 2007.

### RECITALS

**WHEREAS**, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the following trademarks:

1. U.S. Trademark Serial Number 76660441, in current publication, for Vinnie Vincent and Design;
2. U.S. Trademark Serial Number 76660605, in current publication, for Vinnie Vincent and Design;
3. U.S. Trademark Serial Number 76668738, [registration Number 3350691], in current publication, for Guitar-Musical Instrument-Stylized Design; Issued on 2007-12-11.
4. U.S. Trademark Registration Number 2471831, Issued July 24, 2001, for Makeup-Stylized Design;
5. U.S. Trademark Registration Number 2547050, Issued March 12, 2002, for Service Mark V Vinnie Vincent Invasion and Design;
6. U.S. Trademark Registration Number 3072623, Issued March 28, 2006, for Guitarmageddon and Design;
7. U.S. Trademark Registration Number 2266118, Issued August 3, 1999, for Makeup-Stylized Design; and
8. U.S. Trademark Registration Number 3094769, Issued May 23, 2006, for Makeup-Stylized Design (collectively, the "Trademarks").
9. U.S. Trademark Registration Number 2450620, Issued May 15, 2001, for Guitarmageddon and Design;

**WHEREAS**, Assignor desires to assign to Assignor and Assignee desires to accept such assignment of the entire right, title and interest in and to the Trademarks.

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

1. The above recitals are made a part of and incorporated into this Assignment.
2. Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee, and its successors, assigns and legal representatives, all of Assignor's right, title, and interest in and to the Trademarks together with the goodwill of any business connected with the use of and symbolized by such marks including the right to sue for, settle, or release any past, present, or future infringement thereof or unfair competition involving the same. Assignor further

transfers and assigns the right to file for and obtain registered trademarks or service marks of the Trademarks anywhere in the world with the right to base priority on Assignor's first date of use. Assignor covenants not to contest or challenge the validity of the Trademarks, any applicable applications or registrations thereof or the ownership of the Trademarks by Assignee.

3. Assignor shall provide to Assignee, its successors, assigns or other representatives, reasonable and prompt cooperation and assistance as may be reasonably required in connection with (i) effectuating the purposes of this Assignment (including without limitation by executing and delivering affidavits, declarations, oaths, exhibits, assignments, powers of attorney and other documentation to perfect Assignee's right, title and interest in and to the Trademarks), and (ii) preparing any applications relating to the Trademarks. Notwithstanding the foregoing, nothing in this Section 3 shall require Assignor to pay any amounts or make any expenditures with respect to its obligations under this Section 3. Furthermore, Assignor makes no representations, warranties or covenants except as set forth herein regarding any property purported to be assigned pursuant to this Assignment or otherwise covered hereunder.
4. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment, effective as of the date hereof.

TM HOLDING ONE COMPANY

By: Les Kero  
Les Kero, Owner/ President

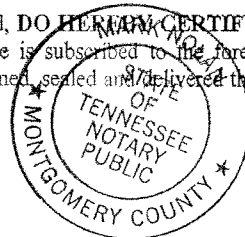
Vincent Cusano  
Vincent Cusano

STATE OF TN )  
 ) SS.  
COUNTY OF Montgomery )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Vincent Cusano, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth

Given under my hand and official seal, this 22th day of July, 2009.

[Signature]  
Notary Public

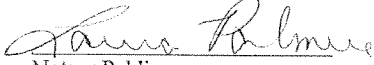


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF McHenry )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Les Kero, personally known to me to be the Owner/ President of TM Holding One Company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such President he signed and delivered the said instrument as his free and

voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of July, 2009.



Notary Public  
506861

