

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marc Bohbot		04/30/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Daniel Bohbot		
Street Address:	2140 E. 25th Street		
City:	Vernon		
State/Country:	CALIFORNIA		
Postal Code:	90058		
Entity Type:	INDIVIDUAL: FRANCE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77689843	HALÉ BOB	
Registration Number:	3748730	HALÉ BOB	
CORRESPONDENCE DATA			
Fax Number:	(310)286-0488		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310 985 4283		
Email:	mpilosof@ipbymbp.com		
Correspondent Name:	Maurice B. Pilosof, Esq.		
Address Line 1:	1925 Century Park East, Suite 2300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Maurice B. Pilosof		
Signature:	/Maurice B. Pilosof/		
Date:	02/22/2011		
Total Attachments: 3			

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ASSIGNMENT OF INTEREST IN TRADEMARK

This Assignment of Trademark is dated as of April 30, 2010 ("Effective Date"), and is entered into by and between Marc Bohbot ("Assignor") and Daniel Bohbot ("Assignee") (hereinafter collectively referred to as "Parties"), with reference to the following facts:

A. Assignor is the registrant and owner of a Twenty-Five Percent interest in and to the "HALE BOB" trademark throughout the world including, without limitation, U.S. Trademark Registration No. 2,748,947 and Community Trademark Registration (CTM) Registration No. 004097754 (the "Trademarks").

B. Assignor now desires to assign, transfer and convey to Assignee his Twenty-Five percent (25%) interest in and to the Trademarks, and Assignee is ready, willing and able to accept Assignor's assignment, transfer and conveyance of said Trademarks.

NOW THEREFORE, in consideration of the covenants and conditions described in the Agreement and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Parties hereby incorporate into this Agreement all of the items of Recitals listed above.

2. Assignment of Interest. Assignor hereby assigns, transfers, conveys and delivers to Assignee his Twenty-Five percent (25%) interest in and to the Trademarks, together with (1) the goodwill associated with the Trademarks, and (2) all income, royalties, and other sums received from exploitation of the Trademarks (hereinafter "Interest").

3. Consideration. The consideration for this assignment is the sum of Fifty-Thousand Dollars (\$50,000).

4. Effective Date. Subject to the terms and conditions of this Agreement, the Effective Date shall occur on April 30, 2010.

5. Warranties and Representations by Assignor: Assignor hereby warrants and represents the following:

a. That the Trademarks are owned free and clear of all liens, claims, pledges and other interests or encumbrances;

b. That the Trademarks have not been transferred, pledged or sold to any other person; and

c. That Assignor has the power and authority to assign, convey and transfer to Assignee the Trademarks free and clear of all liens, claims, pledges and other interest or encumbrances without any approvals or consent.

6. Miscellaneous Provisions:

- a. Each of the Parties represents and warrants that they have carefully read this Agreement; that they know and fully understand its contents; that they have executed this Agreement freely, voluntarily, and with full knowledge or any rights they may have with respect to any of the other parties to this Agreement; and that they have had an adequate opportunity to make whatever investigation or inquiry which that party deems necessary or desirable in connection with the subject matter of this Agreement, before the execution and delivery of this Agreement and acceptance of the consideration acknowledged herein.
- b. Each of the Parties represents and warrants that they have not relied upon any statement of fact or omission to state a fact by any of the other parties to this Agreement, or by any person acting on behalf of any of the Parties to this Agreement, with respect to the matters covered by this Agreement and the differences, disagreements, and disputes between the Parties.
- c. This document contains the entire agreement and understanding concerning the subject matter between the Parties with respect to the matters described herein. Each of the Parties represents and warrants that they understand and agree that there have been no promises, agreements or inducements not expressed in this Agreement. Each of the Parties further acknowledges that they have not executed this Agreement in reliance on any statement, representation, or warranty either written or oral, not expressly set forth in this Agreement.
- d. This Agreement shall inure to the benefit of each of the Parties hereto, their predecessors, successors, representations, heirs, devisees, and assigns and shall be binding upon each of the Parties, his or her predecessors, successors, representatives, heirs, devisees, and assigns.
- e. Each of the Parties represents and warrants that the person signing this Agreement on his/her behalf has the full power and authority to bind him/her to the terms of this Agreement, without the need of any further consent.
- f. This Agreement may not be altered, amended, modified, or waived, except by an instrument in writing executed by each of the Parties to this Agreement.
- g. Each of the Parties agree to cooperate and to execute any other documents which may be required to effect the terms of this Agreement. Each of the Parties further agree to take any and all action(s) necessary or appropriate to execute and discharge his responsibilities and obligations created by this Agreement and to effectuate and carry out the intentions and purposes of this Agreement.
- h. If any provision of this Agreement is held void or unenforceable, all other provisions shall nevertheless continue in full force and effect. This Agreement may be executed in counterparts, each of which shall be deemed original.

i. Whenever the singular number used in this Agreement and when required by the context, the same shall include the plural. Whenever the masculine gender is used in this Agreement, the same shall include the feminine and neuter genders. The word "person" as used in this Agreement shall include any natural person, corporation, firm, partnership, or other form of association or entity.

j. The language in all parts of this Agreement in all cases shall be construed in accordance with its fair meaning, as if prepared by all of the Parties to this Agreement and not strictly for or against any of the Parties. The legal doctrine of construction of ambiguities against the drafting party shall not be employed in any interpretation of this Agreement.

k. This Agreement, as well as any further differences, disagreements, and/or disputes between the Parties, shall, in all respects, be interpreted, construed, governed, enforced, and resolved pursuant to the laws of the State of California and exclusively by a Court located in the County of Los Angeles, State of California.

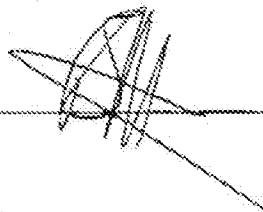
l. Should it become necessary for any of the Parties to commence legal action to enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover from the unsuccessful party all costs and expenses, including but not limited to attorney's fees, incurred therein by the prevailing party.

m. Time is of the essence for all provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date stated above, at Los Angeles, California.

ASSIGNOR:

MARC BOHBOT



ASSIGNEE:

DANIEL BOHBO

