

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
David R. Kittay, Trustee for Generational Art Productions, Inc.		11/30/2010	TRUSTEE: NEW YORK
RECEIVING PARTY DATA			
Name:	Sandow Media, LLC		
Street Address:	3731 NW 8th Avenue		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2461751	GEN ART	
CORRESPONDENCE DATA			
Fax Number:	(561)634-2815		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5619622100		
Email:	nkim@duanemorris.com		
Correspondent Name:	DUANE MORRIS LLP		
Address Line 1:	2700 North Military Trail		
Address Line 2:	Suite 300		
Address Line 4:	Boca Raton, FLORIDA 33431		
ATTORNEY DOCKET NUMBER:	F6052-18301		
NAME OF SUBMITTER:	Gregory M. Lefkowitz		
Signature:	/Gregory M. Lefkowitz/		

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TRADEMARK
REEL: 004537 FRAME: 0633

Date:

05/09/2011

Total Attachments: 4

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AGREEMENT OF SALE

THIS AGREEMENT OF SALE (the "Agreement") is made this 30 day of Nov, 2010, by and between DAVID R. KITTAY, TRUSTEE FOR GENERATIONAL ART PRODUCTIONS, INC. (the "Seller" or the "Trustee") and Sandow Media LLC, (hereinafter referred to as "Purchaser").

RECITALS

A. An involuntary petition for relief was filed against Generational Art Productions, Inc. (the "Debtor") under Chapter 7, Title 11, United States Code (the "Bankruptcy Code") on June 2, 2010. An Order for Relief was entered by the Bankruptcy Court on July 9, 2010. The Trustee was appointed as interim trustee on July 14, 2010, and as such the Trustee is administering the bankruptcy estate (the "Estate").

B. The Debtor owns certain personal and intangible property described in this Agreement.

C. Seller desires to sell, and Purchaser desires to purchase, the Trustee's right, title and interest in the assets in accordance with, and subject to, the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, Seller and Purchaser agree as follows:

1. The Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the Trustee's right, title and interest in the following:

- (a) the registered trademarked brand "Gen Art";
- (b) the following properties, content created by or for the Debtor, and all intellectual property associated therewith: (i) Fresh Faces in Fashion; (ii) Styles; (iii) the Gen Art Film Festival; (iv) the National Film Screening Series; (v) the Shopping Series; (vi) the Cinema Circle; (vii) the New Garde; (viii) 7 Fresh Faces in Film; (ix) Vanguard Art Fair; and (x) all other programs created for the Debtor;
- (c) the Debtor's consumer database lists;
- (d) the Debtor's list of emerging fashion designers with contact information;
- (e) the Debtor's list of independent film makers;

to the Property but which shall not contain any covenants of title.

(b) Possession of the Property other than that which the Trustee is required to retain to fulfill his fiduciary duties.

Notwithstanding the foregoing, pursuant to Section 105(a) and 363(f) of the Bankruptcy Code, the Seller shall convey title to the Property free and clear of all liens, claims, encumbrances or security interests whether imposed by agreement, understanding, law, equity or otherwise.

6. Purchaser's Obligations at Closing. Contemporaneously with the performance by the Seller of its obligations set forth in paragraph 5 above, Purchaser shall deliver to the Seller, or his counsel, a cashier's or certified check or wire transfer in an amount equal to the Purchase Price, less the Deposit plus interest earned.

7. Costs of Conveyance. The Purchaser shall pay all documentary stamps, recordation tax and transfer taxes payable in connection with the conveyance of the Property and the recording of the Deed. In addition, the Purchaser shall pay all taxes, if any, payable in connection with the sale and transfer of the Property to the Seller.

8. Bankruptcy Court Approval. The Purchaser and the Seller acknowledge and agree that the sale of the Property pursuant to the terms of this Agreement is subject to the approval of the Bankruptcy Court.

9. Default by Seller. In the Event that the Seller fails to perform any of his obligations under this Agreement, the Purchaser's only remedy shall be the return of its Deposit with interest; no other damages, rights, or remedies shall in any case be collectible, enforceable or available to the Purchaser, and the Purchaser agrees to accept the return of its Deposit as its total damages and relief in the event of Seller's default under this Agreement. Purchaser acknowledges that the Trustee is selling the Property solely in his capacity as the Chapter 7 Trustee for the Debtor's estate and neither he nor his professionals shall have any personal liability whatsoever to Purchaser.

10. Default by Purchaser. In the event the Purchaser shall fail to perform his obligations under this Agreement, the Purchaser shall forfeit the Deposit (and any interest earned) to Seller. The Purchaser and Seller agree upon such sum as liquidated damages for the failure of the Purchaser to perform its obligations under this Agreement because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages. The Trustee may attempt to resell the Property after retaining the Deposit (and interest earned) and there shall be no reduction in the liquidated damages amount as a result of any future sale.

11. Attorneys' Fees, Court Costs, etc. Each party shall be responsible for its own costs and expenses, including reasonable attorneys' fees, in connection with any matter relating to this Agreement.

12. Assignability. The Purchaser may not assign its rights and obligations

under this Agreement without the written consent of the Seller.

13. Notices. Any notice to be given in connection with this Agreement must be in writing and sent by certified or registered mail, postage prepaid, to the following addresses:

Seller:

David R. Kittay, Trustee
KITTAY & GERSHFELD, P.C.
100 White Plains Road
Tarrytown, New York 10591

Purchaser:

Either party may, at any time, by giving 15 days' prior written notice to the other party, designate any other address in substitution of the above address to which notices shall be sent.

14. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.

15. Entire Agreement; Modification. This Agreement constitutes the entire understanding between the Seller and the Purchaser with respect to the transactions described herein, and all prior agreements and understandings, oral or written, are merged into this Agreement. This Agreement may not be waived, modified, or amended, except by an instrument in writing signed by the party against which the enforcement of such waiver, modification or amendment is sought.

16. Headings. Descriptive headings are for convenience only and do not control or affect the meaning or construction of any provision of this Agreement.

17. Binding Effect. This Agreement is binding upon, and shall inure to the benefit of, the Seller and Purchaser and their respective successors and assigns.

18. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed an original.

19. Time is of the Essence. Time is of the essence.

20. Jurisdiction. The Bankruptcy Court shall have jurisdiction over any and all issues arising out of or related to this Agreement. By executing this Agreement, the parties hereto consent to the Bankruptcy Court's jurisdiction.

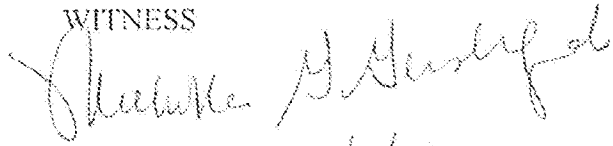
IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement as

of the day and year first written above.

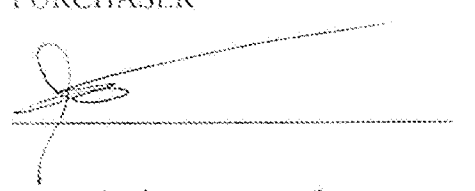
SELLER


David R. Kittay as Trustee

WITNESS


12/2/10

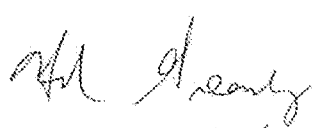
PURCHASER


By: Adam L. Sander

Name:

Title: CEO Sander Media LLC

WITNESS


11/27/2010