

**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
Willis & Walker, Inc.		06/16/2011	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	WW TM CO, LLC		
Street Address:	725 Fifth Avenue		
Internal Address:	c/o Marcraft		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	30309		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3210854	WILLIS & WALKER	
CORRESPONDENCE DATA			
Fax Number:	(888)617-3875		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3477355222		
Email:	pklein@philnyc.com		
Correspondent Name:	Philip E. Klein		
Address Line 1:	324 East 48th Street		
Address Line 2:	Suite 1		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Philip E. Klein, Esq.		
Signature:	/Philip E. Klein/		
Date:	06/17/2011		
Total Attachments: 1 source=Trademark Assignment dated June 16 2011#page1.tif			

OP \$40.00 3210854

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**TRADEMARK  
 REEL: 004564 FRAME: 0537**

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of June 16 2011 by Willis & Walker, Inc., a Georgia corporation, with its principal place of business at 2300 Peachtree Road, Suite B 110, Atlanta, Georgia 30309 ("Assignor") and WW TM CO, LLC, a Delaware limited liability company, with its principal place of business at 725 Fifth Avenue, New York, New York 10022 ("Assignee").

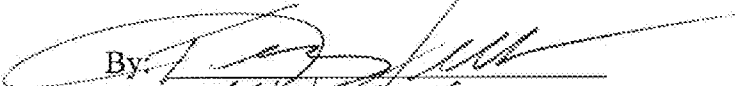
WHEREAS, Assignor owns the trademark WILLIS & WALKER (hereinafter, the "Mark") which is registered on the Principal Register of the United States Patent and Trademark Office as Registration No. 3210854 (hereinafter, the "Registration");

WHEREAS, Assignee desires to acquire the entire right, title, interest and goodwill in and to the Mark and the Registration;

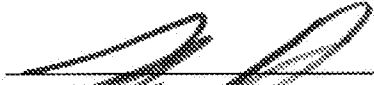
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee all right, title, and interest, throughout the world, in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark, and all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past, present and future infringement. Assignor agrees that it shall, without additional compensation, execute and deliver any further instruments or documents, and take all such further reasonable action, as Assignee may request, including procuring assurance and cooperation from Assignor's officers and employees, in order to transfer to and vest in Assignee all right, title, and interest in and to the Mark and the Registration. Assignor hereby irrevocably appoints Assignee as its power-of-attorney, effective as of the date hereof, with full right of substitution, for the purpose of executing such documents and taking such other actions as may be reasonably necessary to effectuate the purpose of this Assignment. This power-of-attorney shall be for the benefit of Assignee, its licensees, successors, and assigns, and is coupled with an interest.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

WILLIS & WALKER, INC., Assignor

By:   
Name: KEVIN M. C. S.  
Title: PRESIDENT

WW TM CO, LLC, Assignee

By:   
Name: Jeffrey E. Brody  
Title: U.S. Attorney

TRADEMARK