

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/31/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
R&D PROMOTIONS, INC.		09/27/2011	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Gracinda Cardoso
Street Address:	1473 Heather Way
City:	Kissimmee
State/Country:	FLORIDA
Postal Code:	34744
Entity Type:	INDIVIDUAL: BRAZIL

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2037202	MISS NUDE INTERNATIONAL
Registration Number:	2096819	MISS EXOTIC
Registration Number:	2282958	MISS NUDE WORLD INTERNATIONAL
Registration Number:	2666658	MISS EROTIC
Registration Number:	2709433	MISS EXOTIC GULF COAST
Registration Number:	2724191	AMERICAN CENTERFOLD SEARCH
Registration Number:	2879086	NORTH AMERICAN CENTERFOLD SEARCH
Registration Number:	3039826	MISS NUDE WORLD

CORRESPONDENCE DATA

Fax Number: (603)290-5577
 Phone: 6032539474
 Email: info@aquillapatents.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

900203169

REEL: 004631 FRAME: 0418

OP \$215.00 2037202

via US Mail.

Correspondent Name: Thomas T. Aquilla
Address Line 1: 221 Coe Hill Road
Address Line 4: Center Harbor, NEW HAMPSHIRE 03226

ATTORNEY DOCKET NUMBER:	TWP-999
NAME OF SUBMITTER:	Thomas T. Aquilla
Signature:	/Thomas T. Aquilla/
Date:	09/27/2011

Total Attachments: 3
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Trademark Assignment

This Agreement is **effective as of the 31st day of March, 2003**, by and between R&D Promotions, Inc., a Florida corporation (hereinafter "Assignor") and Gracinda Cardoso, (hereinafter "Assignee").

Recitals

WHEREAS **R&D Promotions, Inc.** (hereinafter "Assignor"), a corporation under the laws of the State of Florida, having a mailing address at 3418 North Ocean Boulevard, Suite 122, Fort Lauderdale, Florida 33308, owns the entire right, title and interest in and to the registered and unregistered trademarks listed in the original schedule of Marks appended as Exhibit 1 to the Assignment executed on May 17, 2001 and recorded in the United States Patent and Trademark Office Assignment Branch records at Reel 2457 Frame 0887 on February 22, 2002 (hereinafter the "Marks"), and the Supplemental Schedule of Marks attached hereto as Exhibit 1A, including any and all United States or foreign Trademark Registrations thereof ("the Marks") together with the associated goodwill of the business symbolized by the Marks and associated therewith; and

WHEREAS, **Gracinda Cardoso**, an individual doing business as R&D Promotions and having a mailing address at 1005 Mabbette Street, Kissimmee, Florida 34744, desires to own Assignee's entire right, title, and interest in and to the Marks together with the associated goodwill of the business symbolized by the Marks and associated therewith in all countries throughout the world, and in and to any and all United States Trademark Registrations or foreign Trademark Registrations which may issue thereon; and

Assignee is in the business of organizing and promoting adult entertainment events; and

Assignor seeks to transfer the Marks to Assignee under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth below, and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignor does hereby assign, grant and convey to Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Marks together with the associated goodwill of the business symbolized by the Marks and associated therewith, and any United States Trademark Registrations thereof, and any other trademark applications directed to the Marks, and all Certificates of Registration that may be granted thereon, all rights to claim priority on the basis of such applications and registrations, and all applications for registration that may be filed for the Marks in any foreign country.

2. Assignor hereby represents and warrants that Assignor has the full right to convey the interest assigned by this Assignment, that Assignor will take all actions and execute all documents necessary to perfect the interest assigned hereby, and that

Trademark Assignment

Assignor has not executed and will not execute any agreement in conflict with this Assignment.

3. This Agreement shall be construed and governed solely by the laws of Florida.

4. The parties hereto shall restrict themselves exclusively to the jurisdiction of the courts within the State of Florida for any controversy between them and arising out of this Agreement.

5. In any action brought by a party hereto under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, and expenses of suit.

6. If any provision of this Agreement is held by a court of competent jurisdiction to conflict with federal or state law, such provision shall be deleted from the Agreement and the remainder of the Agreement shall remain in full force and effect.

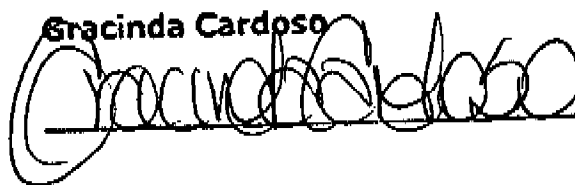
7. This Agreement may not be modified except by a written agreement signed by both parties.

8. In order for there to be a waiver of any term or condition of this Agreement, such waiver must be in writing and signed by the party making such waiver.

9. This instrument may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts taken together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates shown by each of their signatures below.

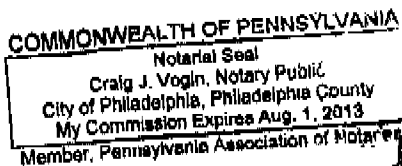
DATED: 9/27/2011

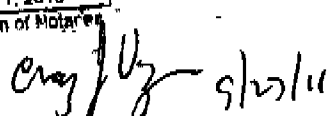
Gracinda Cardoso


DATED: 27.9.11

R&D Promotions, Inc.


by: David Harrison, President





Trademark Assignment

Exhibit 1A

2,037,202	MISS NUDE INTERNATIONAL
2,282,958	MISS NUDE WORLD INTERNATIONAL
2,666,658	MISS EROTIC
2,096,819	MISS EXOTIC
76/135129	MISS NUDE UNIVERSE
78/110759	MISS NUDE WORLD
78/109630	MISS NUDE USA
78/109613	MISS NUDE SOUTHERN USA
78/109618	AMERICAN CENTERFOLD SEARCH
78/109622	NORTH AMERICAN CENTERFOLD SEARCH
78/109627	MISS NUDE EXOTIC
78/110754	MISS EXOTIC GULF COAST
78/113009	MISS EXOTIC DANCER
78/113024	MISS EXOTIC DANCER USA