

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
TM One Holding Company		03/26/2011	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Vincent Cusano
Also Known As:	AKA Vinnie Vincent
Street Address:	P.O. Box 681572
City:	Franklin
State/Country:	TENNESSEE
Postal Code:	37068-1572
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3337692	VINNIE VINCENT
Registration Number:	3337694	VINNIE VINCENT
Registration Number:	3350691	
Serial Number:	85134847	
Serial Number:	85134827	
Serial Number:	76697929	GUITARS FROM HELL
Registration Number:	2547050	V VINNIE VINCENT INVASION
Registration Number:	3072623	GUITARMAGEDDON
Registration Number:	2450620	GUITARMAGEDDON
Registration Number:	2471831	
Registration Number:	2266118	
Registration Number:	3094769	

CORRESPONDENCE DATA

900204853

**TRADEMARK
 REEL: 004643 FRAME: 0185**

OP \$315.00 3337692

Fax Number: (312)474-0448
Phone: 312-474-6300
Email: docket@marshallip.com

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

Correspondent Name: Michael R. Graham
Address Line 1: 233 South Wacker Drive
Address Line 2: Suite 6300
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	31608/G1000
NAME OF SUBMITTER:	Michael R. Graham
Signature:	/Michael R. Graham/
Date:	10/17/2011
Total Attachments: 3 source=DOC183#page1.tif source=DOC183#page2.tif source=DOC183#page3.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is entered into as of March 26, 2011 by and between TM One Holding Company, an Illinois corporation ("Assignor") and Vincent Cusano p/k/a, a/k/a Vinnie Vincent ("Assignee").

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, Registration Number 3337692 Issued November 20, 2007 (2007-11-20) for Vinnie Vincent and Design;
2. U.S. Trademark Serial Number 76660605, Registration Number 3337694 Registration Date: November 29, 2007 (2007-11-20), for Vinnie Vincent and Design;
3. U.S. Trademark Serial Number 76668738, Registration Number: 3350691, for Guitar-Musical Instrument-Stylized Design; Registered. December 11, 2007 (2007-12-11)
4. U.S. Trademark Serial Number: 85134847; Guitar-Musical Instrument-Stylized Design; Filing Date: 2010-09-21
5. U.S. Trademark Serial Number: 85134827; Guitar-Musical Instrument-Stylized Design; Filing Date: 2010-09-21
6. U.S. Trademark Serial Number: 76697929; GUITARS FROM HELL Filed: 2009-16-06
7. U.S. Trademark Registration Number 2547050, Issued March 12, 2002, for Service Mark V Vinnie Vincent Invasion and Design; Current Status: Section 8 and 15 affidavits have been accepted and acknowledged. Date of Status: 2008-08-15
8. U.S. Trademark Registration Number 3072623, Issued March 28, 2006, for Guitarmageddon and Design;
9. U.S. Trademark Registration Number 2450620, Issued May 15, 2001, for Guitarmageddon and Design. Section 8 and 15 affidavits; accepted and acknowledged. Date: 2006-09-08
10. U.S. Trademark Registration Number 2471831, Issued 7/24/2001, for Makeup-Stylized Design; Current Status: Section 8 and 15 affidavits have been accepted and acknowledged.
11. U.S. Trademark Registration Number 2266118, Issued 8/03/99, for ANKH Makeup-Stylized Design; and Current Status: This registration has been renewed. Status date: 10/28/09
12. U.S. Trademark Registration Number 3094769, Issued 5/23/06, for ANKH Makeup-Stylized Design (collectively, the "Trademarks"). International Class 9, 16.

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

WHEREAS, Assignor wishes to assign all his right, title and interest in the Trademarks to Assignee as a gift to Assignee;

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. 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. Nothing in this Section 3 shall require Assignor to pay any amounts or make any expenditures with respect to its obligations under this Section 2.
3. In addition to the assignment by Assignor to Assignee of all Trademarks scheduled herein, Assignor also 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 including any ownership in and to the "corporate names", such names being "TM ONE HOLDING COMPANY" and "TM HOLDING ONE COMPANY," (which includes any derivative or abbreviation of either corporate name, i.e. TM ONE HOLDING INC.; TM1; or any other derivative thereof) together with the goodwill of any business connected with the use of and symbolized by such incorporated names. The assignment of the corporate names to Assignee shall also include an irrevocable assignment and conveyance of any and all holdings, assets, stock, any pending trademark or service mark registrations or filings inadvertently omitted or not scheduled or included in the recital herein, including any and all agreements entered into by Assignor with any third party or parties, including but not limited to, any and all Contracts or Agreements and Amendments to such Contracts or Agreements between TM ONE HOLDING COMPANY and or TM HOLDING ONE COMPANY and Tom Palecki, individually and or d/b/a AZ GUITARS, AZG, PEAR, PEAR GUITARS, PEAR CUSTOM GUITARS or Tom Palecki conducting or doing business under other name, entity, moniker and or corporate name. Assignor agrees that this Agreement entitled "Assignment of Trademarks" shall forever bar and preclude Assignor from contesting, challenging or making any claim at any time, against any of the properties scheduled or not scheduled under this Assignment and/or against the Assignee, including but not limited to Assignee's heirs and executors.

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.

ASSIGNOR

TM ONE HOLDING COMPANY

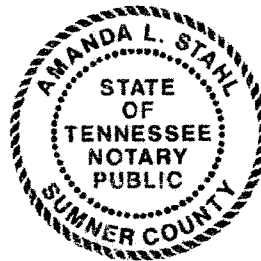
By: Les Kero
Les Kero, President

3/26/11
Dated

STATE OF Tennessee)
COUNTY OF Rutherford) SS.

Given under my hand and official seal, this 26th day of March, 2011.

Amanda Stahl
Notary Public
my com. exp. May 26, 2011



ASSIGNEE

By: Vincent Cusano
Vincent Cusano p/k/a Vinnie Vincent

3/28/11
Dated

STATE OF Tennessee)
COUNTY OF Maury) SS.

Given under my hand and official seal, this 28th day of March, 2011.

Debra L. Terry
Notary Public
my Commission expires May 18, 2011

