

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Incite Brands, Inc.		12/20/2011	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Incite Brands, LLC		
Street Address:	180 Gulfstream Way		
Internal Address:	Suite 3		
City:	Dania Beach		
State/Country:	FLORIDA		
Postal Code:	33004		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4065911	SHORE THING	
CORRESPONDENCE DATA			
Fax Number:	(954)351-7417		
Phone:	954-351-7479		
Email:	jtadros@intellectualpropertynow.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jacqueline Tadros, Esq.		
Address Line 1:	500 West Cypress Creek Road		
Address Line 2:	Suite 350		
Address Line 4:	Fort Lauderdale, FLORIDA 33309		
ATTORNEY DOCKET NUMBER:	INCITE BRANDS TM ASSGT		
NAME OF SUBMITTER:	Jacqueline Tadros		
Signature:	/jacqueline tadros/		

OP \$40.00 4065911

Date:

12/22/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS AGREEMENT FOR ASSIGNMENT OF TRADEMARK RIGHTS ("Agreement") is made effective as of the 20th day of December, 2011 (the "Effective Date"), by and between Incite Brands, Inc. a Florida corporation, with a principal place of business at 180 Gulfstream Way, Suite 3, Dania Beach, FL 33004 ("Assignor") and Incite Brands, LLC, a Florida limited liability company, with a principal place of business at 180 Gulfstream Way, Suite 3, Dania Beach, FL 33004, ("Assignee")(hereinafter referred to collectively as the "Parties").

WHEREAS, Assignor is the owner of all rights, title and interest to U.S. Trademark Registration No. 4,065,911 for design mark SHORE THING in International Class of Goods 025 (hereinafter referred to as the "SHORE THING Mark") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the business and goodwill appurtenant thereto symbolized thereby in connection with the goods on which the SHORE THING Mark is used ("the Products");

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the obtaining all rights, title and interest in, to and under said SHORE THING Mark;

WHEREAS, Assignee is desirous of obtaining all rights, title and interest in, to and under said SHORE THING Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over to the Assignee all right, title and interest in, to and under said SHORE THING Mark and the Property, together with (1) the goodwill of the business relating to the Products in respect upon which the SHORE THING Mark is used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNORS with respect to the SHORE THING Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the SHORE THING Mark; and (3) all rights to sue for past, present and future infringements or misappropriations of the SHORE THING Mark.

Trademark Assignment
Reg. No. 4065911
Incite Brands, Inc. (Assignor) and
Incite Brands, LLC (Assignee)

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in and to the SHORE THING Mark and the Property.

Assignor does hereby authorize the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment, and to issue or transfer the said SHORE THING Mark to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

Assignor does hereby represent and warrant that he has the full right to convey the entire right and interest herein assigned, that subject to said action there are no other rights or interests outstanding inconsistent with the rights and interests granted herein, and that Assignor will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

Assignor does hereby covenant and agree that Assignor will, upon request of the Assignee, communicate to the Assignee any facts known to Assignor relating to said SHORE THING Mark and the history thereof, testify in any legal proceeding, execute all lawful papers, and generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce proper trademark protection for said SHORE THING Mark.

Governing Law & Jurisdiction

This Assignment and the parties' actions under this Assignment shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. The parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the state of Florida.

Entire Agreement

This Assignment, including the attached exhibits, constitutes the entire Assignment between both parties concerning this transaction, and replaces all previous communications, representations and understandings, and agreements, whether verbal or written between the parties to this Assignment or their representatives. No representations or statements of any kind made by either party which are not expressly stated in this Assignment, shall be binding on such parties.

All Amendments in Writing

No waiver, amendment or modification of any provisions of this Assignment shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provision in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Assignment.

Notices

Any notice required or permitted by this Assignment shall be deemed given if sent by overnight courier, next-day delivery service to the other party at the address set forth in the preamble of this Assignment or at such other address for which such party gives notice hereunder.

Costs of Legal Action

In the event any action is brought to enforce this Assignment, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorneys fees and court costs.

Inadequate Legal Remedy

Both parties understand and acknowledge that violation of their respective covenants and Assignments may cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the other's remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party whether in law or in equity.

Effect on Heirs & Successors

This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors of the parties to this Assignment.

Severability

If any provisions of this Assignment are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Assignment shall remain in full force and effect.

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Reg. No. 4065911
Incite Brands, Inc. (Assignor) and
Incite Brands, LLC (Assignee)

IN TESTIMONY WHEREOF, Assignor and Assignee have executed this document in duplicate originals by their duly authorized representatives on the date indicated below.

Incite Brands, Inc.
(ASSIGNOR)
By: [Signature]
Printed Name: WILLIAM BURBANK
Title: PRESIDENT
Date: 12/20/2011

Incite Brands, LLC
(ASSIGNEE)
By: [Signature]
Printed Name: WILLIAM BURBANK
Title: MANAGING MEMBER
Date: 12/20/2011

STATE OF FLORIDA }
COUNTY OF Sumter }

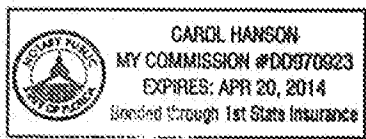
SWORN TO AND SUBSCRIBED before me this 20 day of December 2011 by William Burbank who is personally known to me or who has produced _____ as identification and who did take an oath.

[Signature]
Notary Public

State of Florida, At Large

personally known
 who produced her identity by bearing her _____

My Commission Number:
My Commission Expires:



Trademark Assignment
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Incite Brands, LLC (Assignee)

EXHIBIT A

TRADEMARK

MARK	APPLICATION SERIAL NO.	REGISTRATION NO.	FILING DATE	REGISTRATION DATE
SHORE THING	85173022	4065911	November 9, 2010	December 6, 2011