

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
Mr. Robert I. Earl		02/28/2012	INDIVIDUAL: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	OCS Consultants, Inc.		
Street Address:	6052 Turkey Lake Road		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32819		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85443286	MIXOLOGY 101	
Serial Number:	85444503	MIXOLOGY 101 LOUNGE	
Registration Number:	3667392	MIXOLOGY 101	
CORRESPONDENCE DATA			
Fax Number:	(407)352-7310		
Phone:	(407) 903-5505		
Email:	mmcintosh@consultantsOCS.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:	Martha H. McIntosh		
Address Line 1:	6052 Turkey Lake Road		
Address Line 4:	Orlando, FLORIDA 32819		
NAME OF SUBMITTER:	Martha H. McIntosh		
Signature:	/Martha H. McIntosh/		

OP \$90.00 85443286

Date:

02/28/2012

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), dated as of February 28, 2012, by and between Robert I. Earl, an individual, (hereinafter referred to as "Assignor"), and OCS Consultants, Inc., a Florida corporation, having its principal offices at 6052 Turkey Lake Road, Orlando, Florida 32819, U.S.A. (hereinafter referred to as "Assignee").

A. Assignor owns the following trademarks: (i) MIXOLOGY 101 (Reg. No. 3667392); (ii) MIXOLOGY 101 (Serial. No. 85/443286); and (iii) MIXOLOGY 101 (Ser. No. 85/444503) (collectively, the "Trademarks"), and has the right to assign all right, title and interest in and to the Trademarks; and

B. Assignee desires to obtain all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the payment of One Hundred U.S. Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Trademarks including: (a) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademarks; (b) all rights to sue for past, present and future infringements or misappropriations of the Trademarks; and (c) all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other right(s).

2. **Further Assurances.** Assignor further covenants that Assignor 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 the Trademarks.

3. **Representations and Warranties.** Assignor, to the extent of his knowledge, represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;

- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
- (d) The Trademarks do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the subject matter herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by an authorized representative as of the day and the year first written above.

Name: Robert I. East, an individual

Signature: 

OCS Consultants, Inc.

Name: Martha H. McIntosh

Signature: 

Title: Vice President, General Counsel & Assistant Secretary