

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
Afaze Operating, Inc.	FORMERLY Afaze , Inc.	01/01/2012	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Big M, Inc.		
Street Address:	12 Vreeland Avenue		
City:	Totowa		
State/Country:	NEW JERSEY		
Postal Code:	07512		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1623075	AFAZE	
Registration Number:	1718329	AFAZE	
CORRESPONDENCE DATA			
Fax Number:	(973)890-7494		
Email:	Rona@bigminc.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:	Big M, Inc.		
Address Line 1:	12 Vreeland Avenue		
Address Line 4:	Totowa, NEW JERSEY 07512		
NAME OF SUBMITTER:	Alan W. Mandelbaum		
Signature:	s/Alan W. Mandelbaum/		
Date:	03/22/2012		
Total Attachments: 3 source=Assignment - fully executed 075 and 329#page1.tif source=Assignment - fully executed 075 and 329#page2.tif source=Assignment - fully executed 075 and 329#page3.tif			

OP \$65.00 1623075

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Agreement") is effective as of January 1, 2012 (the "Effective Date"), among Afaze Operating, Inc., a New Jersey corporation ("Assignor"), and Big M, Inc., a New Jersey corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of various trademarks and trade names, as set forth on Schedule A (the "Trademarks"); and

WHEREAS, Assignor has agreed to convey, transfer, assign and deliver to Assignee, and Assignee has agreed to acquire from Assignor all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee any and all of its right, title and interest worldwide in and to the Trademarks, together with all related common-law rights and the goodwill of the business associated therewith or symbolized thereby.

2. Assignee is to hold all right, title and interest in and to the Trademarks as fully and exclusively as they would have been held and enjoyed by Assignor had the assignment in Section 1 not been made.

3. This Agreement shall be deemed effective as between the parties as of the Effective Date.

4. Assignor will, at Assignee's request and expense, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Trademarks in Assignee. Assignor hereby authorizes Assignee to request the relevant government entity or agency, in each applicable country or jurisdiction, to record Assignee as the assignee and owner of the Trademarks.

5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6. This Agreement shall be governed in all respects by the laws of the State of New Jersey.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

Afaze Operating, Inc.

By: 

Name: Doris Zinke

Title: President

Big M, Inc.

By: 

Name: Robert Edmond

Title: Chief Financial Officer

(Signature page of Trademark Assignment)

SCHEDULE A

Registration No. 1,623,075

Registration No. 1,718,329