

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Barry Will		07/17/2012	INDIVIDUAL:

<b>RECEIVING PARTY DATA</b>	
Name:	Audacious Productions LLC
Street Address:	45 South Park Place
Internal Address:	Suite 332
City:	Morristown
State/Country:	NEW JERSEY
Postal Code:	07960
Entity Type:	CORPORATION: NEW JERSEY

<b>PROPERTY NUMBERS Total: 2</b>		
Property Type	Number	Word Mark
Registration Number:	3612245	KINKY BITCH
Registration Number:	3612237	INSIDE EVERY GOOD GIRL IS A KINKY BITCH

<b>CORRESPONDENCE DATA</b>	
Fax Number:	9738456176
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	9738459071
Email:	ms@chippersonlaw.com
Correspondent Name:	Rita C. Chipperson
Address Line 1:	Chipperson Law Group, PC
Address Line 2:	2 Green Village Road, Suite 301
Address Line 4:	Madison, NEW JERSEY 07940

ATTORNEY DOCKET NUMBER:	WW0014.003
NAME OF SUBMITTER:	Marjorie Scariati

OP \$65.00 3612245

Signature:	/Marjorie Scariati/
Date:	08/22/2012
Total Attachments: 3 source=12.07.17.SignedAssignment#page1.tif source=12.07.17.SignedAssignment#page2.tif source=12.07.17.SignedAssignment#page3.tif	

## ASSIGNMENT(S)

WHEREAS, BARRY WILL, an individual residing at 163 ROUNDHILL ROAD, DINGMAN'S FERRY, PENNSYLVANIA 18328, ASSIGNOR, is the owner of the trademarks set forth on Schedule I attached hereto and incorporated herein by this reference, including any trademark applications therefore (the "Marks");

WHEREAS, AUDACIOUS PRODUCTIONS LLC, a limited liability company, having its principle place of business at 45 SOUTH PARK PLACE, SUITE 332, MORRISTOWN, NEW JERSEY 07960, ASSIGNEE is desirous of acquiring the Marks from ASSIGNOR; and

WHEREAS, ASSIGNOR wishes to assign the Marks to ASSIGNEE:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred, conveyed, and set over, and by these presents do hereby sell, assign, transfer, convey, and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in and to the Marks together with the goodwill associated with the Marks including all common law rights thereto; all trademark registrations; all trademark applications and all registrations which may be granted thereon; and all applications for international trademark protection including, without limitation, all trademark applications which may hereafter be filed for said Marks in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States applications under the Trademark Laws of the United States, the Madrid Protocol, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of trademark protection which may be granted for said Marks in any country or countries foreign to the United States;

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademark registrations or other evidence or forms of trademark protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that, to the best of my knowledge, information and belief, I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY covenant and agree that, ASSIGNEE shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Marks.

AND I HEREBY covenant and agree that, ASSIGNEE, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States and Trademark Office, and any other agency having jurisdiction over the ownership of the Marks.

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting the Marks, and testify in any legal proceeding provided ASSIGNEE shall pay me all reasonable costs and expenses associated therewith, sign all lawful papers, execute all applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Marks in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year set opposite my signature.

Date July 17, 2012 BARRY WILL (L.S.),

BARRY WILL

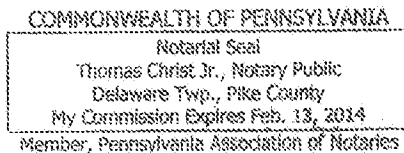
State of PA)

) SS.: 152-56-2194

County of PIKE)

On this 17 day of JULY, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared BARRY WILL to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

Tom Christ Jr.  
Notary Public.



SCHEDULE 1

<u>Trademark</u>	<u>Country</u>	<u>Trademark Registration No.</u>
Kinky Bitch	United States	3,612,245
Inside Every Good Girl is a Kinky Bitch	United States	3,612,237