

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
Successories.com, LLC		11/23/2012	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Fotobar, LLC		
Street Address:	1040 Holland Drive		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85645848	FOTOBAR	
CORRESPONDENCE DATA			
Fax Number:	2127986369		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-326-0875		
Email:	jalbrink@pryorcashman.com, pzylberg@pryorcashman.com		
Correspondent Name:	Brad D. Rose		
Address Line 1:	Pryor Cashman LLP, 7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Brad D. Rose		
Signature:	/Brad D. Rose/		
Date:	11/26/2012		
Total Attachments: 2 source=Assignment SuccessoriesFotobar#page1.tif source=Assignment SuccessoriesFotobar#page2.tif			

OP \$40.00 85645848

ASSIGNMENT

This Assignment (hereinafter "Agreement") is made and entered into effective as of Nov. 23, 2012 by and between Successories.com, LLC, a limited liability company organized under the laws of the State of Florida, with a place of business at 1040 Holland Drive, Boca Raton, Florida 33487 (hereinafter "Assignor"), on the one hand, and Fotobar, LLC, a limited liability company organized under the laws of the State of Florida, with a place of business at 1040 Holland Drive, Boca Raton, Florida 33487 (hereinafter "Assignee"), on the other hand.

WHEREAS, Assignor owns a certain trademark application for the mark FOTOBAR (hereinafter "Mark") in cls. 16, 20, 35, 41 and 42 as set forth under Appl. Ser. No. 85/645,848 (hereinafter "Application") (the Mark and Application are hereinafter collectively referred to as the "Property");

WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such Property;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, conveys and grants to Assignee, its successors, assigns and legal representatives forever, Assignor's entire right, title and interest in and to such Property throughout the world in perpetuity, together with the goodwill associated therewith and that part of the Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Property, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights of action at law and suits in equity to recover for past infringements of the Property currently known to Assignor as of the date hereof or that may become known after the date of this Agreement (the "Transferred Rights"), and any and all of Assignor's rights to obtain renewals, reissues, and extensions for such Property upon registration of such Property throughout the world, or other legal protections pertaining to the Transferred Rights;

AND, Assignor hereby covenants that Assignor has the full right to convey the interest assigned by this Agreement, has not conveyed any interest in or right to the Property to any third party;

AND, Assignor hereby further covenants and agrees that Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Property, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Property in said Assignee, its successors and assigns, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection for the Property in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns.


ASSIGNOR:

SUCCESSORIES.COM, LLC

By: 
Name: Neil Eisenband
Title: CEO/VP

ASSIGNEE:

FOTOBAR, LLC

By: 
Name: Neil Eisenband
Title: CEO/VP