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
Fleet Street Ltd.		01/30/2013	CORPORATION:

RECEIVING PARTY DATA

Name:		
Street Address:		
City:		
State/Country: NEW YORK		
Postal Code:	ostal Code: 10018	
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2967724	

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: terry@ovedlaw.com Correspondent Name: Terrence A. Oved, Esq. Address Line 1: 401 Greenwich Street

Address Line 4: New York, NEW YORK 10013

NAME OF SUBMITTER:	Terrence A. Oved, Esq.
Signature:	/Terrence A. Oved/
Date:	01/31/2013

Total Attachments: 2

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TRADEMARK
REEL: 004952 FRAME: 0833

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ASSIGNMENT OF REGISTERED TRADEMARK

THIS TRADEMARK ASSIGNMENT effective _______, 2013 (the "Effective Date") is made, executed, and delivered by the undersigned, Fleet Street Ltd. (the "Assignor") a New York corporation, to Studio Ray, LLC (the "Assignee") a New York limited liability company.

WHEREAS, the Assignor utilizes in commerce the following mark in connection with Clothing, namely, t-shirts, sweatshirts, pants, jackets, head bands, gloves, hats, scarves, and underwear in International Class 25 (the "Mark"):

U.S. Mark Registration No. Registration Date

2967724 July 12, 2005

WHEREAS, the Assignor is the owner of any and all rights and title in and to the Mark, along with the intellectual property rights and goodwill, if any, symbolized by the Mark;

WHEREAS, the Assignor desires to convey, transfer, assign, deliver, and contribute to the Assignee all of its right, title, and interest in and to the Mark;

WHEREAS, the Assignee is desirous of acquiring the Mark, together with the goodwill symbolized by the Mark, if any;

WHEREAS, the Assignor warrants and covenants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property being conveyed had been or will be made to anyone other than the Assignee by the Assignor or any predecessor in title thereto, and that the Assignor possesses the full right to convey such rights and property;

WHEREAS, the Assignor agrees to perform such further acts as may be necessary or desirable to transfer, perfect, and defend the Assignee's ownership of the Mark as may reasonably be requested by the Assignee from time to time.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor assigns unto the Assignee all of its right, title, and interest in and to the Mark, the goodwill symbolized by the Mark, if any, the right to sue, either at law or in equity, in order to protect the Mark, and the right to recover for any past or future infringement thereof.

The Commissioner of Trademarks is hereby requested and authorized to issue any certificates or notifications to the Assignee and to correspond hereinafter with the Assignee's attorneys, Oved & Oved LLP, 401 Greenwich Street, NY 10013, Attn: Terrence A. Oved, Esq., email terry@ovedlaw.com, regarding any matter relating to the prosecution, alteration or amendment of the Mark.

TRADEMARK
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IN WITNESS WHEREOF, the parties have caused this document to be executed on the date first written above.

ASSIGNOR FLEET STREET LTD. By: Manny Haber Title: President ASSIGNEE Title: Managing Member STATE OF NEW YORK) SS: COUNTY OF NEW YORK) On the 30 day of Jassay in the year 2013 before me, the undersigned, personally appeared Manny Haber, personally known to me or proved to me on the basis of satisfactory evidence to be the President of the corporation described herein, and which executed, the within instrument; that he executed same in his capacity as President of the corporation, and that by his signature on the instrument, the corporation executed the instrument. Notary Publié HOWARD GUTTERMAN STATE OF NEW YORK Notary Public, State of New York) SS: NO. 01GU5000450 COUNTY OF NEW YORK) Qualified in Queens County My Commission Expires August 17, 2014 On the 30 day of January, in the year 2013, before me, the undersigned, personally appeared Ray Haber, personally known to me or proved to me on the basis of satisfactory evidence to be the Managing Member of the limited liability company described herein, and which executed, the within instrument; that he executed same in his capacity as the Managing Member of the limited liability company, and that by his signature on the instrument, the limited liability company executed the instrument.

Notar (Public

HOWARD GUTTERMAN Notary Public, State of New York NO. 01GU5000450

Qualified in Queens County

My Commission Expires August 17, 2014 TRADEMARK

REEL: 004952 FRAME: 0835

RECORDED: 01/31/2013