

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
BH Office, LLC		02/25/2013	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Starline Publications, Inc.
Street Address:	46 Violet Avenue
City:	Poughkeepsie
State/Country:	NEW YORK
Postal Code:	12601
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77934817	POPSTAR! ACADEMY
Serial Number:	77884089	POPSTAR! PRESENTS
Serial Number:	77884154	POPSTAR!
Serial Number:	77884129	POPSTAR!

CORRESPONDENCE DATA

Fax Number: 4073527310
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4079035505
 Email: mmcintosh@leisureholdings.com
 Correspondent Name: Martha H. McIntosh
 Address Line 1: 4700 Millenia Blvd
 Address Line 2: Suite 400
 Address Line 4: Orlando, FLORIDA 32839

NAME OF SUBMITTER:	Martha H. McIntosh
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OP \$115.00 77934817

Signature:	/Martha H. McIntosh/
Date:	02/28/2013
Total Attachments: 4 source=TM Assignment Agreement_Popstar!_class 41 marks#page1.tif source=TM Assignment Agreement_Popstar!_class 41 marks#page2.tif source=TM Assignment Agreement_Popstar!_class 41 marks#page3.tif source=TM Assignment Agreement_Popstar!_class 41 marks#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is dated February 25, 2013 (the "Assignment") between BH OFFICE, LLC a Florida limited liability company, having a principal place of business at 4700 Millenia Blvd, Orlando, Florida 32839 ("Assignor") and STARLINE PUBLICATIONS, INC., a New York corporation whose mailing address is 46 Violet Avenue Poughkeepsie, NY 12601 (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks applications listed in Schedule A (collectively, the "Trademarks");

WHEREAS, Assignor has agreed to transfer, sell and assign to Assignee all of Assignor's respective right, title and interest in and to the Trademarks;

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

1. Assignment. Assignor is the owner of all right, title and interest to the Trademarks listed in Schedule A, free and clear of any liens, encumbrances, restrictions on transfer, claims, covenants or conditions of any kind. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks in the U.S. together with any goodwill that may be associated therewith and which is symbolized thereby.

2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Trademarks, will be held and enjoyed by Assignee and its successors, assigns and other legal representatives.

3. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Trademarks.

4. Authorization. Assignor authorizes and requests any official throughout the United States whose duty is to register and record ownership in Trademarks, to record Assignee as the assignee and owner of any and all of Assignor's respective rights in the Trademarks, and to issue all Renewals for said Trademarks to Assignee, its successors, legal representatives and assigns, as assignee thereof, in accordance with the terms of this Assignment.

5. Right to Convey. Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.

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

[SIGNATURES FOLLOW ON THE NEXT PAGE]

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.

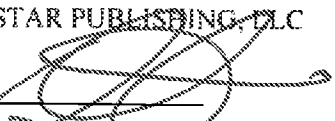
ASSIGNOR

POP! STAR PUBLISHING, LLC

By: _____

Name: _____

Title _____


David Gabbree
Chairman


ASSIGNEE

STARLINE PUBLICATIONS, INC.


By: _____

Name: _____

Title _____


Stephen Perrella
VP

Schedule A

Trademark	Serial No.	File Date	Goods and Services
POPSTAR! ACADEMY	77934817	February 12, 2010	Class 41: Entertainment services in the nature of live-action, comedy and drama television series; Entertainment services, namely, a continuing musical variety program featuring stage events, music awards, theatrical performances, concerts, live performances, audience participation events, entertainment, and information relating to music
POPSTAR! PRESENTS	77884089	December 2, 2009	Class 41: Entertainment services in the nature of live-action, comedy and drama television series; Entertainment services, namely, a continuing musical variety program featuring stage events, music awards, theatrical performances, concerts, live performances, audience participation events, entertainment, and information relating to music
	77884154	December 2, 2009	Class 41: Entertainment services in the nature of live-action, comedy and drama television series; Entertainment services, namely, a continuing musical variety program featuring stage events, music awards, theatrical performances, concerts, live performances, audience participation events, entertainment, and information relating to music

<h1>POPSTAR!</h1>	77884129	December 2, 2009	Class 41: Entertainment services in the nature of live-action, comedy and drama television series; Entertainment services, namely, a continuing musical variety program featuring stage events, music awards, theatrical performances, concerts, live performances, audience participation events, entertainment, and information relating to music
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