

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JMAS Enterprises Inc.		05/10/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	PhD Marketing, Inc.
Street Address:	1373 Ridgeway Street
City:	Pomona
State/Country:	CALIFORNIA
Postal Code:	91768
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4005820	SQUARE
Serial Number:	85374854	
Serial Number:	85814370	U-PASS
Serial Number:	85814707	TOXIGONE
Serial Number:	85814752	RA CR8TION
Serial Number:	85374845	

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.*

Phone: 3104005661  
 Email: ara@encorelaw.com  
 Correspondent Name: Ara A. Babaian  
 Address Line 1: Suite 900  
 Address Line 4: Beverly Hills, CALIFORNIA 90212

OP \$165.00 4005820

NAME OF SUBMITTER:	Ara A. Babaian
Signature:	/Ara A. Babaian/
Date:	06/11/2013
<b>Total Attachments: 3</b> source=Assignment of Trademarks (JMAS to PhD)#page1.tif source=Assignment of Trademarks (JMAS to PhD)#page2.tif source=Assignment of Trademarks (JMAS to PhD)#page3.tif	

## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** (this "Assignment"), is entered into effective as of May 10, 2013 (the "Effective Date"), by and between **JMAS Enterprises Inc.**, a Florida corporation ("Assignor"), and **PhD Marketing, Inc.**, a California corporation ("Assignee"), with respect to the following facts:

A. Assignor is the owner of the trademarks set forth on Exhibit A attached hereto, as the same may or may not be registered with the United States Patent and Trademark Office as noted on such Exhibit A (collectively, the "Trademarks").

B. Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business so symbolized by the Trademarks, on the terms and conditions set forth herein.

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

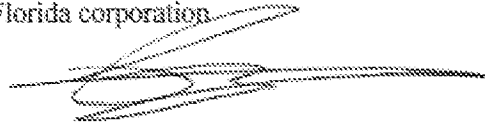
1. Assignment. Assignor hereby assigns, sells, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademarks throughout the world, including all trademark applications and registrations therefor, all common law rights, foreign rights and rights provided by any international conventions or treaties related to the Trademarks, including all words and/or designs comprising the Trademarks, together with the goodwill of the business symbolized by the Trademarks, as well as the right to sue and to collect all damages and payments for claims of future infringement or misappropriation thereof in the sole name of Assignee. Assignor represents and warrants to Assignee that it has not entered into any assignment, contract or understanding in conflict herewith. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of the rights, titles, and interests in, to, and under the Trademarks granted by Assignor herein, and to deliver to Assignee, and to Assignee's attorneys, agents, successors, and assigns, all official documents and communications as may be warranted by this Assignment.

2. Further Assurances. Assignor agrees to cooperate with Assignee and execute such assignments and other documents as may reasonably be requested by Assignee, without any further consideration, in order to evidence or effectuate the assignment of the Trademarks as provided in this Assignment.

3. Miscellaneous. This Assignment shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California without regard to the conflict of laws provisions thereof. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment is binding on and shall inure to the benefit of the respective successors and assigns of the parties. This Assignment constitutes the complete and exclusive statement of the mutual understanding of the parties relating the subject matter hereof and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered by their respective duly authorized officers as of the date first set forth above.

JMAS Enterprises Inc.,  
a Florida corporation



.....  
John Kamar, Vice President

PhD Marketing, Inc.,  
a California corporation



.....  
Thaer Ahmad, President

EXHIBIT A  
**TRADEMARKS**

<u>Registered Trademark</u>	
<u>REGISTRATION NUMBER</u>	<u>MARK</u>
4,005,820	SQUARE

<u>Trademark Applications</u>	
<u>SERIAL NUMBER</u>	<u>MARK</u>
85/374,854	Design Only
85/814,370	U-PASS
85/814,707	Toxigone
85/814,752	RA Cr8tion
85/374,845	Design Only