

TRADEMARK ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Ray Benjamin Jerry		07/21/2013	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
Name:	Samuel E. Vaughn		
Street Address:	110 Fox Hunt Drive		
City:	Bear		
State/Country:	DELAWARE		
Postal Code:	19701		
Entity Type:	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	85501666	RESPECT THE DJ	
<b>CORRESPONDENCE DATA</b>			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-268-3888		
Email:	dockets@riversidelaw.com		
Correspondent Name:	Justin C. Allen		
Address Line 1:	300 Conshohocken State Road		
Address Line 2:	300 Four Falls Corporate Ctr, Suite 710		
Address Line 4:	West Conshohocken, PENNSYLVANIA 19428		
<b>ATTORNEY DOCKET NUMBER:</b>	206027.601986		
<b>NAME OF SUBMITTER:</b>	Joshua M. Warminsky		
Signature:	/jmw/		

OP \$40.00 85501666

Date:

07/22/2013

Total Attachments: 2

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## SETTLEMENT AGREEMENT

THIS AGREEMENT ("the Agreement") is made between Ray Benjamin Jerry, 6 Wellesley Court, New Castle, DE 19720 ("Mr. Jerry"), and Samuel E. Vaughn D/B/A Sam's Music Connection, 110 Fox Hunt Drive, Bear, DE 19701 ("Mr. Vaughn"), collectively "the Parties." This Agreement is effective from the date of execution by both Parties.

WHEREAS, Mr. Jerry is seeking to register the mark "RESPECT THE DJ" as shown in U.S. Trademark Application Serial No. 85501666 ("the Jerry Application");

WHEREAS, Mr. Vaughn filed a trademark opposition against U.S. Trademark Application Serial No. 85501666, which was assigned Opposition No. 91207078 ("the Opposition");

WHEREAS, Mr. Vaughn is a successor of the business to which the mark embodied in the Jerry Application pertains, said business being ongoing and existing; and

WHEREAS, the Parties now wish to resolve all matters raised by the Opposition and the Jerry Application amicably under the terms below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. Upon execution of this agreement, the Parties will be joint owners of the mark embodied in the Jerry Application. Therefore, Mr. Jerry, the assignor, hereby assigns to Mr. Vaughn, the assignee, fifty (50) percent of the right, title and interest in and to the Jerry Application, and the mark embodied in the Jerry Application, including the goodwill of the business symbolized thereby.

2. Mr. Vaughn agrees to file a Notice of Withdrawal of Opposition, with prejudice, within ten (10) days of this Agreement being recorded by the U.S. Patent and Trademark Office, after being executed by the Parties.

3. The Parties acknowledge and consent to each other's use of the mark embodied in the Jerry Application. Nothing in this Agreement shall be construed to put the Parties in the relationship of licensor/licensee, joint venturers, principal and agent, representative and affiliate, or employer and employee, and neither Party shall have the right to act on behalf of or bind the other.

4. The Parties agree not to amend the Jerry Application in any way, except as provided for by this Agreement. Any amendment to the Jerry Application must be agreed to by written instrument signed by both Parties.

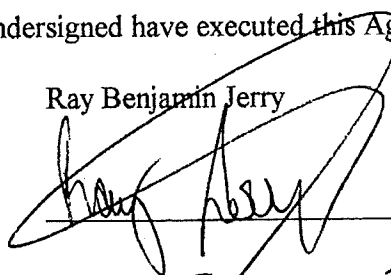
5. This Agreement shall be binding upon the Parties' successors and assigns, and upon all others acting by, through, with or under the Parties' direction or control, and all those in privity therewith.

6. Mr. Jerry and Mr. Vaughn, or the Parties' successors and assigns, agree to pay an equal share of all future fees and expenses associated with continuing the prosecution of the Jerry application and the subsequent registration of the mark embodied in the Jerry Application, including, but not limited to, fees and expenses associated with the following: an amendment to allege use under § 1(c), any response to an "Office Action" issued by the U.S. Patent and Trademark Office, and any post-registration maintenance fees.

7. This Agreement constitutes and shall be deemed a contract made under the laws of the State of Delaware for any and all purposes, and shall be interpreted and enforced in accordance with such laws, without regard to its conflicts of laws jurisprudence. The Parties expressly consent to the jurisdiction of the federal courts in Delaware in connection with any action arising from or relating to this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

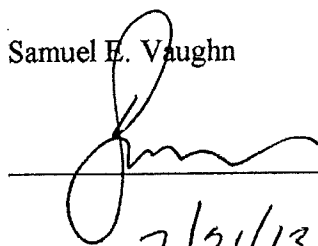
Ray Benjamin Jerry



Date:

7-21-13

Samuel E. Vaughn



Date:

7/21/13