

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arthur J Giacalone		08/13/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Walden-Hays, Inc.		
Street Address:	61 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10006		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86137797	WITH ALL DUE RESPECT	
CORRESPONDENCE DATA			
Fax Number:	1917522267		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-617-7207		
Email:	agardiner10@bloomberg.net		
Correspondent Name:	Aimee Nassau Gardiner		
Address Line 1:	Bloomberg L.P.		
Address Line 2:	731 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	WITHALLDUE RESPECT		
NAME OF SUBMITTER:	Aimee Nassau Gardiner		
SIGNATURE:	/aimeenassaugardiner/		
DATE SIGNED:	08/19/2014		
Total Attachments: 2			
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ASSIGNMENT

This Assignment, effective as of August 13, 2014, is by and between ARTHUR J. GIACALONE, an individual residing at 140 Knox Road, East Aurora, NY 14502-1631 ("Assignor"), and WALDEN-HAYS, INC., a New York corporation with an office for the conducting of business at 61 Broadway, New York, New York 10006 ("Assignee") (collectively, the "Parties").

WHEREAS Assignor is the owner of service mark application Serial No. 86137797 for the service mark WITH ALL DUE RESPECT in the United States Patent and Trademark Office for (the "Mark");

WHEREAS, Assignor has agreed to assign all rights in the Mark to Assignee and Assignee wishes to receive such assignment of such rights from Assignor.

NOW THEREFORE, in consideration of the covenants, terms and conditions contained herein and in the Service Mark Assignment Agreement executed between the Parties on this same date, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby transfers and assigns to Assignee, its successors and assigns, and Assignee hereby acquires, accepts and receives from Assignor, Assignor's entire right, title and interest in and to the Mark to be held by Assignee, including all registrations thereof and all goodwill pertaining thereto, the right to conduct business under the Mark, and all rights to sue, counterclaim and collect damages and payments for claims of past, present and future infringements, unfair competition or misappropriations thereof, and all income, royalties, damages and payments now or hereafter due or payable with respect to the Mark, except for the uses of the Mark by Giacalone pursuant to the license granted by WHI as set forth in Paragraph 7 of the Service Mark Assignment Agreement executed between the Parties on this same date.

2. Assignor consents to recordation of this Mark Assignment by Assignee with the U.S. Patent and Mark Office. Assignor agrees to execute, acknowledge and deliver any affidavits or documents reasonably requested and prepared by Assignee, to provide testimony (at Assignee's expense), and to perform any other acts reasonably necessary to carry out the intent of this Assignment.


3. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the United States of America and the State of New York applicable to contracts made and performed therein, without regard to any choice-of-law principle that would dictate the application of the laws of another jurisdiction.

4. This Mark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the date first written above.

ASSIGNOR


ARTHIUR J. GIACALONE

ASSIGNEE

WALDEN-HAYS, INC.


By: TONY YARBOROUGH
Title: VP