

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
200 Kelsey Associates, LLC		12/13/2010	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	JTE Multimedia, LLC		
Street Address:	1235 Westlakes Drive		
Internal Address:	Suite 220		
City:	Berwyn		
State/Country:	PENNSYLVANIA		
Postal Code:	19312		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4388458	COLLIER'S	
CORRESPONDENCE DATA			
Fax Number:	8662973168		
<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:	6108893734		
Email:	officeadmin@jtemultimedia.com		
Correspondent Name:	JTE Multimedia, LLC		
Address Line 1:	207 Ridge Crest Drive		
Address Line 4:	West Chester, PENNSYLVANIA 19382		
NAME OF SUBMITTER:	John Elduff		
SIGNATURE:	/John T Elduff/		
DATE SIGNED:	08/27/2014		
Total Attachments: 18			
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TRADEMARK LICENSE AND DOMAIN NAME PURCHASE & SALE AGREEMENT

THIS TRADEMARK LICENSE AND DOMAIN NAME PURCHASE & SALE AGREEMENT ("Agreement") is made between the Owner and Buyer whose names are described in the signature page.

OWNER is the owner of all right, title and interest in and to the name or names as marked and signed for in Exhibit A including the U.S. Trademark Application Serial No. as stated in Exhibit A for the trademark being licensed and ultimately purchased and the goodwill pertaining thereto (the "Trademark"); and the Domain Name sometimes referred to as ("Property"), also described in Exhibit A.

In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Calculation Payment of Purchase Price

A. High Bid Price	\$ <u>18,000</u>
B. If Buyer used Proxibid to place its bid: Proxibid's Service Fee - Three (3%) Percent of A above.	\$ _____
C. Closing and Administrative Fee of \$1,000 but only if A is less than \$1,000 (\$1,000 - 1A)	\$ _____
D. Total Purchase Price - Sum of A+B+C	\$ _____
E. Less Initial Earnest Money	\$ <u>1,000 0</u>
F. Balance of Purchase Price (equals D - E)	\$ <u>18,000</u>

II. Purchase Price - The Total Purchase Price for the Trademark/Property (exclusive of any costs referred to in Paragraphs captioned Closing Adjustments and Costs) is the amount set forth in the above Paragraph (the "Total Purchase Price") payable in U.S. dollars by Buyer as follows:

A. **Earnest Money** in the amount set forth in the above Paragraph is due when Buyer signs and submits this Agreement, and is payable in the form of a certified or cashier's check made payable to the order of Racebrook Marketing Concepts - Trademark Auction Account as Agent, and delivered at the time of signing this Agreement, receipt of which is hereby acknowledged. The initial earnest money will be held in a Citibank Deposit Administrator Account, which automatically creates a separate ledger for each bidder

B. The **Balance of the Purchase Price ("Balance")** plus or minus the closing adjustments as set forth in this Agreement, if any, is due at the closing of this transaction ("Closing") and must be paid by Buyer's certified personal check or official cashier's check from a bank, made payable to the direct order of Racebrook Marketing Concepts - Trademark Auction Account or such other payee(s) as Owner may hereafter designate in writing. All checks must be made payable directly to the order of the payee as directed by the Owner; no checks may be endorsed. Third party checks are not acceptable. In lieu of accepting checks, Owner reserves the right to require Buyer to pay the balance of the Purchase Price by wire transfer to a bank account designated by Owner.

C. The acceptance by Buyer of the delivery of the (1) License Agreement set forth in Exhibit B and the (2) Assignment of Domain Name Set forth in Exhibit C at the closing shall be and be deemed to be full performance and discharge of every agreement and obligation (either express or implied) on the part of Owner to be performed pursuant to this Agreement and no representation, warranty or agreement, express or implied, of Owner shall survive the Closing EXCEPT the obligation of the Owner to deliver the Assignment of the Trademark(s) to the Buyer set forth in Exhibit D after the approval of the Statement of Use by the U.S. Patent and Trademark Office which will survive the Closing.

D. All payments made under this Agreement including the initial earnest money shall be non-refundable in the event of a default of the Buyer.

E. This is an all-cash sale and purchase and Buyer's obligations hereunder are NOT contingent upon obtaining financing.

F. For any Trademark listed on Exhibit E, if you are the High Bidder your funds will be held in escrow in the Citibank Deposit Administrator Account. The funds shall be released from escrow immediately upon issuance of a Notice of Allowance for the Trademark by the U.S. Patent and Trademark Office. If the U.S. Patent and Trademark Office does not issue a Notice of Allowance for the Trademark that you purchased within 60 days, your funds will be refunded at your option.

III. Closing - The Closing of the sale ("Closing") shall take place at the offices of Racebrook Marketing Concepts, LLC, 488 Madison Avenue #201, New York, New York 10022. The Closing Date ("Closing Date") shall be not later than December 13, 2010 before 4:00 PM local time, unless such date is changed in writing by Owner and Buyer.

A. At the Closing, Owner shall deliver to Buyer, at Owner's sole cost and expense, the following:

- (1) License Agreement - Exhibit B
- (2) Domain Name Transfer Agreement - Exhibit C

B. At the Closing, Buyer shall:

- (1) Pay the balance of the Purchase Price which includes:
 - a) a Proxibid Service Fee as described in 1.B, which is an amount equal to three percent of the Purchase Price as shown on Paragraph 1 of this Agreement. This fee is only applicable if Buyer used Proxibid to place its bid.
 - b) Closing and administrative fee equal to \$1,000, which is included in the Purchase Price if the Purchase Price is less than \$1,000, described in 1.C.

IV. Assignment of Trademark and Termination of OWNER's Rights

A. During the License Term, but not later than 30 days prior to its expiration date as shown in Exhibit A, Buyer shall submit to OWNER proof that Buyer has commenced actual use of the mark in commerce along with the goods or services identified in the Application Serial No. of the Trademark being purchased, along with (1) a sample specimen or jpeg photograph showing the mark used in commerce; and (2) the date(s) of such first use. Based upon this information, OWNER shall prepare and file a document entitled "Statement of Use" or "Amendment to Allege Use," as appropriate, and promptly file it with the U.S. Patent and Trademark Office. Buyer shall submit the required information to Owner and Owner's attorney via an email address as directed by Owner: BrandAuction@gmail.com and to the Owner's attorney as further directed by Owner.

B. Following Buyer's compliance with the above such paragraph and the PTO's approval of the Statement of Use, OWNER shall deliver to Buyer an executed form of the Trademark Assignment that is attached hereto as Exhibit D ("Trademark Assignment") for the sale, assignment and transfer to Buyer of the entire right, title and interest in and to the Trademark including the U.S. Trademark Application Serial No. of the Trademark being purchased, and all of the goodwill associated therewith as set forth in the Trademark Assignment. Buyer shall be responsible for recording the Assignment Document with the United States Patent and Trademark Office ("PTO"). Following the delivery of the Assignment of the Trademark document to Buyer, OWNER shall have no further right, title or interest in, or claims to the Trademark.

V. Other Obligations of OWNER

A. During the License Term, OWNER shall be responsible for the maintenance of U.S. Trademark Application Serial No. being sold, and, at Buyer's request or direction, OWNER shall file additional requests for an extension of time to file a statement of use with respect to U.S. Trademark Application Serial No. being sold to ensure that said application remains in good standing.

B. Upon delivery of the Assignment Document (Exhibit D) to Buyer pursuant to the terms of this Agreement, OWNER shall have no further obligation to maintain said Trademark Application.

VI. DEFAULT:

A. Unless otherwise provided for herein, if Buyer fails to comply with the terms and conditions hereof, Owner may terminate this Agreement, in which event the Earnest Money, shall be immediately due and payable to Owner as its partial damages. Buyer shall be liable for payment of both the Earnest Money and balance of the Purchase Price if not previously paid. In the event the Buyer defaults or does not pay the Balance of the Purchase Price as stated in I.E., the Owner directs Agent to immediately and without notice, pay to the Owner the amount of the Earnest Money it has on deposit.

B. If Owner defaults, Buyer may elect to obtain a return of the Earnest Money, if any, as liquidated damages and this Agreement shall terminate and neither party shall have any rights or obligations pursuant to this Agreement, or in the alternative, Buyer shall have the right to an action for specific performance for Owner's breach of this Agreement, which shall be Buyer's only other remedy and must be filed within 30 days of the date of default. Buyer acknowledges and agrees that under no circumstances shall Owner be liable for Buyer's damages, consequential, actual, punitive, speculative, or otherwise.

VII. Miscellaneous Provisions

A. Costs and Expenses. Each of the parties hereto shall pay its respective legal and accounting costs and expenses incurred in connection with the preparation, execution, and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

B. Rule of Construction. This Agreement shall be construed as if jointly drafted and no rule of construction shall apply as to one party against the other(s).

C. Governing Law, Choice of Forum, Injunctive Relief and Attorney's Fees: This Agreement shall be construed in accordance with the laws of the State of New York applicable to agreements which are executed and fully performed within the State of New York. The parties agree that any legal proceeding of any nature brought by any party hereto shall be brought exclusively in a federal or state court of competent jurisdiction within the Southern District of New York. The parties hereto expressly submit to the jurisdiction of any such court and agree to accept service of process in accordance with the provision herein for the giving of notice, and waive any jurisdictional or venue defenses otherwise available.

D. Severability. If any term or condition of this Agreement or application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application thereof shall be affected thereby; and each remaining term or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

E. No Third Party Beneficiaries. No person, entity, corporation, or otherwise who is not a party to this Agreement may acquire any rights whatsoever as a third party beneficiary under this Agreement.

F. Headings. The subject headings of the sections, subsections or otherwise of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that (i) OWNER may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Buyer, and (ii) Buyer may assign or transfer this Agreement or any or all of his rights or obligations under this Agreement to any other individual, entity or third party but shall remain liable for the Purchase Price. Any purported assignment or transfer in violation of this Section VII H shall be null and void.

H. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original as against any party who or which signed it, and all of which shall constitute one and the same document.

I. Counterpart Facsimile Execution: For purposes of, executing this Agreement, a document signed and transmitted by facsimile machine shall be treated as an original document. The signature of any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of either party, any facsimile document shall be re-executed by both parties in original form. No party hereto may raise the use of a facsimile machine or the fact that any signature was transmitted through the use of a facsimile machine as a defense to the enforcement of this Agreement or any amendment executed in compliance with this Paragraph.

J. Integration. This Agreement and all of the documents attached as exhibits thereto constitute the entire Agreement between the parties pertaining to the subject matter contained and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall be binding unless executed in writing by the party making the waiver.

K. Effective Date. The Effective Date is the date that the Owner signs this Agreement.

L. No Representations or Warranties. OWNER makes no representations or warranties of any kind with respect to the Trademark.

M. Successors and Assigns.

1) The provisions of this Agreement shall bind and inure to the benefit of Buyer and Buyer's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of the Owner and its successors and assigns. This Agreement may not be assigned by Buyer without prior written consent of Owner.

2) The Owner's refusal to consent to an assignment shall not entitle Buyer to cancel this Agreement nor give rise to any claim for damages against Owner.

N. Joint Buyers. The term "Buyer" shall be read as "Buyers" if more than one person is the Buyer of the Trademark/Property, in which case their obligations shall be joint and several.

O. No Oral Changes. This Agreement cannot be changed or any provision waived orally. ANY CHANGES OR ADDITIONAL PROVISIONS OR WAIVERS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

P. Exhibits. All Exhibits described herein and attached hereto are incorporated herein by this reference for all purposes.

Q. Date of Performance. If any date for performance hereunder falls on a Saturday, Sunday or other day which is a federal holiday or holiday under the laws of the state of New York, the date for such performance shall be the next succeeding business day.

R. Consult Your Attorney. THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY. NO REPRESENTATION OR RECOMMENDATION IS MADE BY OWNER, BROKER OR THEIR AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION RELATING THERETO. THESE ARE QUESTIONS FOR YOUR ATTORNEY. CONSULT YOUR ATTORNEY BEFORE SIGNING. NEITHER THE OWNER NOR THE BROKER CAN GIVE YOU ANY LEGAL ADVICE.

S. IRREVOCABLE OFFER: Buyer acknowledges that Buyer has read and understands the terms and conditions of purchase as set forth in this Agreement, and agrees to purchase the Trademark/Property at, for and upon the terms of this Agreement and for the stated Purchase Price and that Buyer's execution and delivery of this Agreement to Owner shall constitute an irrevocable offer to purchase made to Owner but shall not be binding upon Owner until executed by Owner or Owner's duly authorized agent. Buyer hereby agrees that this offer shall remain irrevocable until 3:00 pm, Eastern Standard Time, on December 9, 2010. Notice from Owner to accept or reject the Buyer's offer under this paragraph may be given pursuant to the Notice provision of this Agreement or by telephone and confirmed by letter at a later date. Failure of Owner to notify Buyer on a timely basis that Owner accepts or rejects Buyer's offer shall not constitute an acceptance or rejection by the Owner of Buyer's offer but Buyer's irrevocable offer shall thereafter become revocable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives on the Effective Date herein above set forth.

BUYER: (Execute applicable Paragraph A, B, or C.)

A. INDIVIDUAL:

BUYER:

.....
(Sign Name)

.....
(Sign Name)

.....
(Print Name)

.....
(Print Name)

B. LIMITED LIABILITY COMPANY OR
PARTNERSHIP BUYER:

STE Multimedia
.....
(Print Entity Name)

a _____ (Limited/General) Partnership/Limited Liability Company
(State of formation)

BY:

[Signature]
.....
Partner, General Partner, Member or Manager
(Print Name)

C. CORPORATION BUYER.

.....
(Print Corporation Name)

a Corporation.
(State of incorporation)

BY:
(Print Name)

ITS:

ATTEST:

.....
(Print Name)

BUYER'S ADDRESS: 1235 Westlakes Drive Suite 220

Berwyn, PA 19312
BUYER'S PHONE: (610) ~~670~~ 484-368-9210

(0) 610-889-3732

(Fax)

Email: j.elduff@postgradmed.com

SOCIAL SECURITY OR TAXPAYER ID. NO. OF BUYER:

DATE SIGNED: December 8, 2010

BUYER'S ATTORNEY:

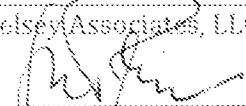

ATTORNEY'S ADDRESS:

Phone:

Fax:

Email:

APPLICABLE OWNER:

<p>200 Kelsey Associates, LLC</p> <p>By: </p> <p>Its Managing Member or Manager One Radisson Plaza, Suite 100 New Rochelle, NY 10801</p>	<p>Pearcock Brands, LLC</p> <p>By: _____</p> <p>Its Managing Member or Manager Box 844 Pelham, NY 10803</p>
<p>Horseshoe Marketing, LLC</p> <p>By: _____</p> <p>Its Managing Member or Manager 1064 Bayhead Drive Mamaroneck, NY 10543</p>	<p>Red Sky Brands, LLC</p> <p>By: _____</p> <p>Its Managing Member or Manager Box 586 Rye, NY 10580</p>
<p>Turtleback Brand Group, LLC</p> <p>By: _____</p> <p>Its Managing Member or Manager Box 336 Larchmont, NY 10538</p>	<p>Gold Rush Brands, LLC</p> <p>By: _____</p> <p>Its Managing Member or Manager Box 146H Scarsdale, NY 10583</p>
<p>Grapevine Intellectual Properties, LLC</p> <p>By: </p> <p>Its Managing Member or Manager Box 862 Harrison, NY 10528</p>	

DATE SIGNED: December 13 2010.

OWNER'S ATTORNEY: Jed Ferdinand
Grimes & Battersby, LLP
488 Main Street
Norwalk, CT 06851

Phone: (203) 849-8300 x237

Fax: (203) 849-9300

Email: Ferdinand@gandb.com

LIST OF EXHIBITS

- Exhibit A - Trademarks Being Purchased
- Exhibit B - License Agreement
- Exhibit C - Domain Name Transfer Agreement
- Exhibit D - Trademark Assignment
- Exhibit E - Trademarks Awaiting Allowance by U.S. Patent and Trademark Office



Exhibit A
Trademarks Being Purchased

Trademark	Owner	Domain Name	Serial #
Allied Signal	Red Sky	AlliedSignalCorp.com	77596096
Allswent	Turtleback	AllswentMagazine.com	77501589
American Brands (Apparel)	Kelsey	AmericanBrands.com; AmericanBrandsCorp.com	77532929
American Brands (Automotive)	Kelsey	AmericanBrands.com; AmericanBrandsCorp.com	77845703
American Brands (Beverages)	Kelsey	AmericanBrands.com; AmericanBrandsCorp.com	77722068
American Brands (Cosmetics, Food, Household Products)	Kelsey	AmericanBrands.com; AmericanBrandsCorp.com	77559870
✓ American Brands (Medicine/Drugs)	Kelsey	AmericanBrands.com; AmericanBrandsCorp.com	77725140
American Brands (Retail-General Merchandise)	Kelsey	AmericanBrands.com; AmericanBrandsCorp.com	77725096
American Brands (Sports)	Kelsey	AmericanBrands.com; AmericanBrandsCorp.com	77726325
American Brands Made By American Hands	Kelsey	AmericanBrandsMadeByAmericanHands.com	77747808
American Petrofina	Kelsey	AmericanPetrofina.com	77827466
America's Brands (Retail-General Merchandise)	Kelsey	AmericasBrandsProducts.com	77669773
America's Brands (Apparel)	Kelsey	AmericasBrandsProducts.com	77536185
America's Brands (Automotive)	Kelsey	AmericasBrandsProducts.com	77669771
✓ America's Home Products (Cleaning Prod., Med/Drugs)	Peacock	AmericasHomeProducts.org	77535889
Anna Karenina	Grapevine	AnnaKareninaClothing.com	85099927
Annie Hall	Grapevine	AnnieHallClothing.com	771172929
Art Nouveau	Grapevine	ArtNouveauClothing.com	77119742
Barrelhead	Gold Bush	BarrelheadSoftDrinks.com	77870282
Basque	Grapevine	BasqueClothing.com	77107213
Beauty And The Bath	Horseshoe	BeautyandtheBathCo.com	77948965
Big Yank	Peacock	BigYankCandy.com	77375530
Black Belt	Grapevine	BlackBeltClothing.com	77211190
BOAC	Gold Bush	BoacAirline.com	77927734
Bobby Socks	Grapevine	BobbySocksClothing.com	77197221
Bowery	Red Sky	BowerySavingsBank.com	77604861
Brauff	Kelsey	BrauffAir.com	85040280
Breakfast Mates	Turtleback	BreakfastMates.com	85084026
Bronze Lustre	Turtleback	BronzeLustre.com	77236936
Bruneleschi	Grapevine	BruneleschiClothing.com	77116371
Bums	Horseshoe	BumsSports.com	77948963
Burgerbits	Horseshoe	Burger-Bits.com	77500112
Champion International	Kelsey	ChampionInternationalCompany.com	77948959
Changing Times	Horseshoe	ChangingTimesMag.com	77710353
Cheez Kisses	Gold Bush	CheezKisses.com	77927721
Child World (Toys)	Horseshoe	ChildWorldToys.com	77480314
Child World (Apparel)	Horseshoe	ChildWorldToys.com	77550759
Circus World (Toys)	Peacock	CircusWorldToys.com	77775626

Cleaner Greener (Oil & Gas/Energy)	Red Sky	CleanerGreener.net	77864999
Cleaner Greener (Cleaning Products)	Red Sky	CleanerGreener.net	77791999
Cleanergy	Gold Rush	CleanergyAuto.com	7782878
Coconair	Kelsey	CoonMalt.com	85099895
Collier's	Kelsey	ColliersMagazine.com	85083697
Computer City	Peacock	ComputerCityComputing.com	77669253
Computer Vision	Kelsey	ComputerVisionCorp.com	77776612
Continental Brands (Apparel, A/V, Telephones)	Red Sky	ContinentalBrands.net	77662365
Continental Illinois	Red Sky	ContinentalIllinois.com	77395710
Control Data	Turtleback	ControlData.org; Control-DataServices.com	77927291
Cosmetically Yours (Retail, Cosmetics)	Horseshoe	CosmeticallyYours.com	77250553
Cosmetics Plus (Retail, Cosmetics)	Kelsey	CosmeticsPlusPharmacy.com	76542363
Crustquick	Turtleback	CrustQuick.com	85084027
Decorators Dream	Red Sky	DecoratorsDream.com	77574236
Design My Home	Red Sky	DesignMyHome.biz	77574242
Discwear	Grapevine	DiscwearClothing.com	77141436
Ecolgreen	Gold Rush	EcolgreenCleaner.com	77813261
Edwardian	Grapevine	Edwardian-Clothing.com	77172834
Electro	Peacock	ElectroAuto.us	77742824
Eversharp	Turtleback	Eversharp-Razors.com	77236955
Everynight	Kelsey	EverynightHairCare.com	77609649
Fair Isle	Grapevine	FairIsleClothing.com	77439002
Fashion Workshop	Grapevine	FashionWorkshopClothing.com	77088646
Financial Corporation of America	Peacock	TheFinancialCorporationofAmerica.com	77668250
Finito	Peacock	FinitoProducts.com	77297445
First Brands (Cleaning Products, Hair Care)	Gold Rush	FirstBrands.org; FirstBrandsProducts.com	77927733
Flamenco Fashion	Grapevine	Flamenco-FashionClothing.com	77088644
Fox Head	Red Sky	FoxHeadLagen.com	77553769
Fruit Bombs	Kelsey	FruitBombs.com	78587450
Futurama	Turtleback	FuturamaProducts.com	85084029
General Cinema	Kelsey	GeneralCinemaCorp.com; GeneralCinema.net	78508339
General Instrument	Kelsey	GeneralInstrumentCorp.com	85076980
Girard Bank	Red Sky	Girard-bank.com	77604967
Greenergy	Gold Rush	GreenergyProducts.net	77813245
H.I.S.	Grapevine	His-Clothing.com	77211161
Handi Wrap	Kelsey	Handi-wrap-products.com	78472161
Handy Dan	Kelsey	HandyDanService.com	77431214
HBOS	Gold Rush	HBOS-banking.com	77927717
Hippy	Grapevine	HippyFashionClothing.com	77172836
Homestake Mining	Kelsey	HomestakeMining.com	85076971
Hot Pants	Grapevine	HotPantsClothing.com	77694886
Incredible Universe	Kelsey	IncredibleUniverseStore.com	85068405
Infoseek	Peacock	InfoSeekEngne.com; Myinfo-peek.com; Info-Seek.com	77422355
Intelligent Electronics (Retail, A/V, Telephones)	Peacock	IntelligentElectronicsProducts.com	77501618
Jacqueline Cochran (Cosmetics, Apparel)	Peacock	Jacqueline-Cochran.com	77319668

Joan of Arc	Grapevine	JoanofArcClothing.com	77088649
Jonathan Logan	Kelsey	Jonathan-Logan.com	76469921
Kiddie City (Toys)	Peacock	KiddieCityToys.com	77480326
Kindness (Hair Care)	Peacock	KindnessHaircare.com	77395022
Kindness (Hair Dryers)	Peacock	KindnessHaircare.com	77656934
Kitten Soft (Facial Tissues, Paper Towels, Toilet paper)	Horseshoe	KittenSoftProducts.com	77742795
Knickerbockers	Grapevine	KnickerbockersClothing.com	77107217
Kool Shake	Kelsey	KoolShake.com; Cool-Shake.com	77161413
Kuhn Loeb	Red Sky	KuhnLoebBrokers.com	77703619
Lady-Go-Lightly	Kelsey	LadyGoLightly.com	77564749
Launderall	Horseshoe	Launderall.com	77710371
Lazy Bones	Turtleback	Lazy-BonesClothing.com	78944311
Lip Kissers	Peacock	LipKissers.com	77384626
Litter Green	Peacock	LitterGreenCats.com	77439014
London Britches	Grapevine	LondonBritchesApparel.com	77369612
Long & Silby	Kelsey	LongSilby.com	78489113
Lucky Whip	Turtleback	LuckyWhip.com	85084031
Lustre Crème	Kelsey	LustreCreme.com	78463370
Meister Bran	Red Sky	MeisterBrauBeer.com	77553756
Mister John	Grapevine	MisterJohnClothing.com	77161113
Mondrian	Grapevine	MondrianClothing.com	77236403
Mum	Kelsey	MumProducts.com	76593016
Nail Slickers	Peacock	NailSlickers.com	77379631
National Premium	Red Sky	NationalPremiumBeer.com	77553758
Nudit	Horseshoe	NuditProducts.com	77500103
Office Etc.	Peacock	OfficeEtcSupply.com	77476818
Old Nick	Kelsey	OldNickCandy.com	77827426
Old Soda Shoppe	Turtleback	OldSodaShoppe.com	77119669
Pacific Brands (Apparel, A/V, Telephones)	Red Sky	PacificBrands.net	77662361
Pacific Resources	Peacock	PacificResources.com	77551530
Page Boy	Grapevine	PageBoyClothing.com	77250563
Paquin	Grapevine	PaquinClothing.com	77250566
Paris Elegant	Grapevine	ParisElegant.com	77161121
Party Tyme (Cocktail Shakers)	Kelsey	PartyTymeBev.com	77019056
Party Tyme (Party Goods)	Kelsey	PartyTymeBev.com	77422321
Patchwork	Grapevine	Patchwork-Clothing.com	77250568
Permastrate	Red Sky	Permastrate.net	77638682
Pharmhouse (Retail, Medicine/Drugs)	Horseshoe	PharmhouseDrugstore.com	77366848
Phar-Mor (Retail, Medicine/Drugs)	Kelsey	Phar-MorDrugStore.com	76556322
Phonola	Peacock	PhonolaElectronics.com	77246370
Poirot	Grapevine	PoirotClothing.com	77236413
Pom Poms	Kelsey	PomPomsCandy.com	85076922
Punch	Red Sky	PunchTheMagazine.com	77574248
Punch For Value	Red Sky	PunchForValue.net	77655038
Purely Green	Gold Run	PurelyGreenProducts.com	77813280

Rain Barrel	Kelsey	RainBarrelFabricSoftener.com	85040292
Rapid Shave	Horseshoe	RapidShaveRazors.com	77667473
Relaxacizor	Red Sky	Relaxacizor.net	77659101
Rocky Rounds	Horseshoe	RockyRounds.com	77742798
Rustler	Red Sky	RustlerSteakhouse.com	77564596
Rx Place (Retail, Medicine/Drugs)	Red Sky	Rx-Place.com	77552586
✓ Saturday Review	Kelsey	SaturdayReviewMag.com	77827484
Seniority	Gold Rush	SeniorityMag.com	77940564
Shearson	Kelsey	ShearsonBrokerage.com	78443666
Short & Dassy	Turtleback	ShortandDassyHaircare.com	85040327
Showermate	Peacock	TheShowerMate.com	77394784
Sky Chief	Red Sky	Sky-Chief.com	77604299
Slenderella	Horseshoe	Slenderella-Diet.com	77529111
Snack Mate	Kelsey	SnackMateFoods.com	85068384
Snow Crop	Gold Rush	SnowCrop.net	77876275
Splitabana	Horseshoe	Split-a-Banana.com	77529119
Sports Heros	Red Sky	SportsHeroesToys.com	77604313
Squeeze A Snack	Peacock	SqueezeASnack.com	77297511
Stars & Stripes	Red Sky	StarsandStripes.com	77738334
Stirling Drug (Retail, Medicine/Drugs)	Gold Rush	StirlingDrugCorp.com; Drugstore.com	77927727
Stir 'N Frost	Peacock	Stir-N-Frost.com	77297502
Stopette	Horseshoe	StopetteSnaps.com	77529115
Sudden Tan	Kelsey	Sudden-Tan.com	85099915
Sun 'N Surf	Turtleback	SunandSurfSkincare.com	85076954
The Linen Closet	Peacock	LinenClosetApparel.com	77375611
The Medicine Cabinet (Retail, Medicine/Drugs)	Kelsey	MedicineCabinetDrugs.com	77827493
Victrola	Turtleback	Victrolacongs.com, Victrolamusic.net, Victrola-Electronics.com	77046476
We Make The Room	Red Sky	WeMakeTheRoom.com	77623839
Whistle Clean	Horseshoe	WhistleCleanProducts.com	77275795

Buyer's Acknowledgement:

Buyer's Initials:

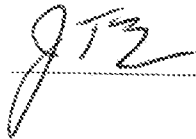




Exhibit B

TRADEMARK LICENSE

LICENSE AGREEMENT effective as of the Effective Date stated below by and between Licensor and Licensee whose names are described in the signature page.

Licensor is the owner of all right, title and interest in and to the name or names as marked and signed for in Exhibit A to the Trademark License and Domain Name Purchase and Sale Agreement (the "Agreement"), dated _____, 2010, including the U.S. Trademark Application Serial No. as stated in Exhibit A for the trademark being licensed and ultimately purchased and the goodwill pertaining thereto (the "Trademark").

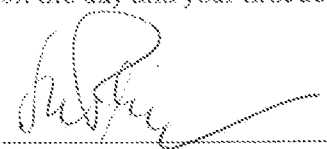
In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

LICENSOR hereby grants to Licensee a royalty-free, fully paid-up, exclusive license (with the right to sublicense) to use the Trademark in the United States for a period not to exceed the expiration date as set forth in Exhibit A to the Agreement (the "License Term"), provided the License Term shall terminate automatically upon the assignment by LICENSOR of all right, title and interest in and to the Trademark to Licensee as provided in Sections IV and V of the Agreement.

Licensee acknowledges that if the licensed products or services sold by it hereunder were of inferior quality in design, material or workmanship, the substantial goodwill, which Licensee has established and now possesses in the Trademark would be impaired. Accordingly, Licensee agrees that the licensed products or services shall be of high standard and of such style, appearance and quality as shall be reasonably adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the Trademark and the goodwill pertaining thereto. The licensed products or services shall be of a quality and of a standard comparable to industry standards and to the Licensee's existing standards for other goods and/or services. LICENSOR shall inspect a sample of Licensee's use of the licensed Trademark when a sample is submitted in accordance with Section IV of the Agreement.

IN WITNESS WHEREOF, this License has been duly executed on the day and year first above written.

LICENSOR:

LICENSOR: _____ (Company Name)	 _____ (Signature)
_____ (Print Name)	MICHAEL REICH _____ (Print Name)

LICENSOR'S ADDRESS: _____

LICENSEE:

J. [Signature]

JTC Multimedia

By

LICENSEE'S ADDRESS:

EFFECTIVE DATE: 12/13, 2010



DOMAIN NAME TRANSFER AGREEMENT

This Domain Name Transfer Agreement ("Agreement") is made by and between
200 108187, ASSOCIATES ("OWNER") and
JTC MEDICAL ("BUYER") and is effective as of
..... (the "Effective Date").

FOR GOOD AND VALUABLE CONSIDERATION, the Parties hereby agree as follows:

1. Assignment.

In consideration of the BUYER'S payment of the sum of \$ 10 U.S. Dollars, OWNER hereby assigns, conveys and transfers to BUYER all of OWNER's right, title and interest in and to the following domain names:

American Brands Corp.com ; COLLIER'S MEDICAL

General Cinema Corp.com ; General Cinema.net ; SATURDAY REVIEW MAG. com


2. Further Assurances.

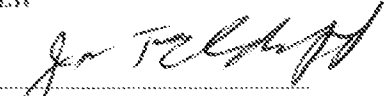
Upon payment of the amount set forth above, OWNER shall arrange to have the domain name hosting company send an email message to BUYER at the following email address: _____ requesting that BUYER become the Registrant of the Domain Name(s) listed above. Upon BUYER's acceptance of said request from the domain name hosting company, the Domain Name(s) will be transferred and OWNER shall have no further obligation to BUYER.

3. General.

This Agreement may be executed in counterparts, which together shall constitute one Agreement, and shall be governed by the laws of the State of New York and that any dispute about the agreement shall be brought exclusively within the state or federal courts of the Southern District of New York. This agreement sets forth the entire understanding of the parties and supersedes any and all prior or contemporaneous, written or oral agreements with respect to the subject matter hereof.

The Parties acknowledge the acceptance of the terms and conditions set forth in this Agreement through the signatures of their duly authorized representatives on the dates appearing by such signatures below.

OWNER:
By: 
Title: MANAGEMENT CASE
Date: 12/13/10

BUYER
By: 
Title: MANAGING DIRECTOR
Date: 12/13/10

Name and address of contact person to direct transfer of domain name from Register.com:

J. ELDUFF @ POST GRAM ED. COM



Exhibit D

TRADEMARK ASSIGNMENT

AGREEMENT effective as of the Effective Date state below by and between the Assignor and the Assignee with and address at as stated below.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark and the U.S. Trademark Application Serial No., and goodwill related thereto (hereinafter, "the "Trademark") as described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title, and interest in and to the Trademark, including all common law or trade name rights, wherever situated, and the ongoing and existing business and business goodwill appurtenant thereto.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by Assignee to Assignor of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers unto Assignee its entire worldwide right, title and interest in and to the Trademark, including all common law or trade name rights, wherever situated, and the business goodwill associated therewith, including, without limitation, all renewals therefore, all proceeds therefrom, the right to sue for past, present, and future infringements and any other violations related to the Trademark and the goodwill of the entire ongoing business associated with and symbolized by the Trademark.

IN WITNESS WHEREOF, this Assignment has been duly executed on the day and year first above written.

ASSIGNOR:

ASSIGNOR: _____
(Company Name) (Signature)

(Print Name) (Print Name)

ASSIGNOR'S ADDRESS: _____

ASSIGNEE

By

ASSIGNEE'S ADDRESS: _____

EFFECTIVE DATE: _____, 2010



Exhibit D

TRADEMARK ASSIGNMENT

AGREEMENT effective as of the Effective Date state below by and between the Assignor and the Assignee with and address at as stated below.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark and the U.S. Trademark Application Serial No., and goodwill related thereto (hereinafter, "the "Trademark") as described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title, and interest in and to the Trademark, including all common law or trade name rights, wherever situated, and the ongoing and existing business and business goodwill appurtenant thereto.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by Assignee to Assignor of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers unto Assignee its entire worldwide right, title and interest in and to the Trademark, including all common law or trade name rights, wherever situated, and the business goodwill associated therewith, including, without limitation, all renewals therefore, all proceeds therefrom, the right to sue for past, present, and future infringements and any other violations related to the Trademark and the goodwill of the entire ongoing business associated with and symbolized by the Trademark.

IN WITNESS WHEREOF, this Assignment has been duly executed on the day and year first above written.

ASSIGNOR:

ASSIGNOR:	_____	_____
	(Company Name)	(Signature)
	_____	_____
	(Print Name)	(Print Name)

ASSIGNOR'S ADDRESS: _____

ASSIGNEE

By _____

ASSIGNEE'S ADDRESS: _____

EFFECTIVE DATE: _____, 2010



Exhibit E

TRADEMARKS AWAITING ALLOWANCE BY U.S. PATENT AND TRADEMARK OFFICE

ANNA KARENINA
BRANIFF
BREAKFAST MATES
COCOMALT
COLLIER'S
CRUSTQUICK
FUTURAMA
GENERAL INSTRUMENT
HOMESTAKE MINING
INCREDIBLE UNIVERSE
LUCKY WHIP
POM POMS
RAIN BARREL
SHORT & SASSY
SNACK MATE
SUDDEN TAN
SUN 'N SURF