

03-18-2004

COVER SHEET

ONLY

Docket No.:

5051293-0001, folder 0017

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To the Director of the United States



102697655

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Ruff Ryders Entertainment, Inc.

3. 16.04

2. Name and address of receiving party(ies):

Name: Ruff Ryders Merchandising, Inc.

Internal Address: Suite 200

Street Address: 200 West 57th Street

City: New York State: NY ZIP: 10019

- Individual(s)
- General Partnership
- Corporation-State New York
- Other

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State New York

Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 4, 2004

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,565,726

Additional numbers

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robin C. Vance, Esquire

Internal Address: McGuireWoods LLP

Street Address: One James Center, 901 East Cary Street

City: Richmond State: VA ZIP: 23219

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-0437

DO NOT USE THIS SPACE

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robin C. Vance, Esquire

Name of Person Signing

Robin Vance

Signature

March 15, 2004

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002930 FRAME: 0618

TRADEMARK ASSIGNMENT

Ruff Ryders Entertainment, Inc., a corporation duly organized and existing under the laws of the State of New York ("Assignor"), desires to transfer its rights and interests in the Stylized "R" trademark depicted on Schedule A attached hereto (the "Mark"), in International Class 25, together with the goodwill that Assignor has developed in such Mark in International Class 25 (the "Goodwill") to Ruff Ryders Merchandising, Inc. Ruff Ryders Merchandising, Inc., a corporation duly organized and existing under the laws of the State of New York ("Assignee"), desires to acquire the Mark, together with the Goodwill, pursuant to the terms of this Agreement.

NOW, THEREFORE, in exchange for Assignee's development and distribution of an apparel brand designed to expand Assignor's brand recognition generally, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor has agreed to sell and has hereby sold, assigned, and transferred unto Assignee and its successors and assigns Assignor's right, title, and interest in and to the Mark as specifically applied to clothing and similar items included within International Class 25, which items shall include, but in no way be limited to, shirts, pants, dresses, skirts, sweaters, jackets, jerseys, tanks, shorts, overalls, sweat suits, jogging suits, underwear, belts, socks, gloves, and footwear, along with the associated Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its parents, subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made. Without limitation of the foregoing, the rights hereby assigned to Assignee include Assignor's rights in the registration of the Stylized "R" mark, identified by United States Registration Number 2,565,726. Assignor shall not, at any time, contest the validity of the Mark or the Goodwill, or take any action that would impair the value of the Mark or the Goodwill.

2. Assignor hereby represents and warrants that (a) it is authorized to enter into this agreement; (b) it is the sole and exclusive owner of the Mark and all Goodwill; (c) this agreement and the exercise by Assignee of the rights transferred to it hereunder does not violate the terms of any agreement, order, stipulation, understanding or other arrangement to which Assignor is bound; and (d) it is not aware of any claim by any third party contesting Assignor's ownership of the Mark or Goodwill or that the exercise of the rights transferred hereunder would violate the rights of such third party.

3. Assignor agrees to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment or to substantiate Assignee's use and ownership of the Mark and the Goodwill.

4. This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment, to be effective as of the 4th day of February, 2004.

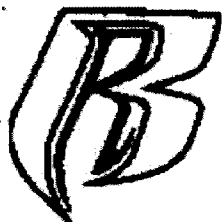
RUFF RYDERS ENTERTAINMENT, INC.

Signed:

Name:


JOAQUIN DEAU

SCHEDULE A
Trademark



Stylized "R": (U.S. Reg. No. 2,565,726)

International Class 25: CLOTHING, NAMELY SHIRTS, PANTS, DRESSES, SKIRTS, SWEATERS, JACKETS, JERSEYS, TANKS, SHORTS, OVERALLS, SWEAT SUITS, JOGGING SUITS, UNDERWEAR, BELTS, SOCKS, AND GLOVES; AND FOOTWEAR.