

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David Woods		05/08/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Puff Daddy Merchandising, Inc.		
Street Address:	1710 Broadway		
Internal Address:	c/o Bad Boy Entertainment		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78645980	FRESH FEST	
CORRESPONDENCE DATA			
Fax Number:	(212)798-6902		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	mshine@pryorcashman.com		
Correspondent Name:	Brad D. Rose		
Address Line 1:	410 Park Ave., 10th Floor		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Brad D. Rose		
Signature:	/Brad D. Rose/		
Date:	05/12/2008		

Total Attachments: 2
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**TRADEMARK
 REEL: 003775 FRAME: 0594**

CH \$40.00 78645980

ASSIGNMENT OF TRADEMARK

This Agreement (hereinafter the "Agreement") is made and entered into effective May 8, 2008 (hereinafter the "Effective Date") by and between David Woods, a United States citizen, with an office at 131 So. Smith Street, Lindenhurst, NY 11757 (hereinafter "ASSIGNOR") on the one hand, and Puff Daddy Merchandising, Inc., a corporation duly organized and existing under the laws of the State of New York, with an office at c/o Bad Boy Entertainment Inc., 1710 Broadway, New York, New York 10019, (hereinafter the "ASSIGNEE"), on the other hand;

WHEREAS, ASSIGNOR owns the trademark application (hereinafter the "Application") for the mark FRESH FEST (hereinafter the "Mark") set forth below (the Mark and the Application are hereinafter collectively referred to as the "Property");

FRESH FEST in cls. 35 and 41, Appl. Ser. No. 78/645,980, filed on June 8, 2005;

WHEREAS, ASSIGNEE wishes to acquire from ASSIGNOR all of its right, title and interest in, to and under such Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns, transfers and conveys to ASSIGNEE, its successors, assigns and legal representatives forever, ASSIGNOR's entire right, title and interest in and to such Property throughout the world in perpetuity, together with the goodwill associated therewith and that part of the ASSIGNOR's business connected with the use thereof and symbolized thereby, and any and all of ASSIGNOR's other rights, privileges and priorities provided under the United

States, state or foreign law with respect to the Property, including without limitation ASSIGNOR's common law rights and rights under the laws of unfair competition (hereinafter the "Transferred Rights") and any and all of ASSIGNOR's rights to obtain renewals, reissues, and extensions for such Property upon registration of such Mark or other legal protections pertaining to the Transferred Rights.

DAVID WOODS

By: _____

David Woods (Individually)