

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
Shani Susan Grosz		12/08/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	MLS Acquisition Corp.		
Street Address:	1350 Avenue of the Americas, 24th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3350916	SHANI	
Registration Number:	3243498	OPTIONS BY SHANI	
CORRESPONDENCE DATA			
Fax Number:	(212)262-1215		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	cchin@windelsmarx.com		
Correspondent Name:	Christopher L. Chin		
Address Line 1:	156 West 56th street		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Christopher L. Chin		
Signature:	/Christopher L.Chin/		
Date:	12/15/2008		

Total Attachments: 3
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TRADEMARK ASSIGNMENT

WHEREAS, Shani Susan Grosz, having an address at 140 West End Avenue, Apartment 12G, New York, New York 10023, United States of America (the "ASSIGNOR"), is the owner of the trademark registrations set forth on the attached Schedule A (collectively, the "TRADEMARKS"); and

WHEREAS, MLS Acquisition Corp. a Delaware corporation, having an address at 1350 Avenue of the Americas, 24th Floor, New York, New York 10019, United States of America (the ASSIGNEE), desires to acquire the entire right, title and interest in, to and under said TRADEMARKS.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer, and set over to ASSIGNEE for ASSIGNEE'S own use and enjoyment and for the use and enjoyment of its successors, assigns, and other legal representatives as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Assignment had not been made, ASSIGNOR'S entire right, title and interest in, to and under the TRADEMARKS and the registrations therefor, and any renewals thereof, together with the good will symbolized by and associated with each of the TRADEMARKS, and all income, royalties, damages and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, or other unauthorized use of the rights assigned to ASSIGNEE under this Assignment.

ASSIGNOR authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record ASSIGNEE as the owner of the TRADEMARKS as ASSIGNEE of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of ASSIGNEE, its successors, assigns or other legal representatives.

ASSIGNOR hereby agrees to execute any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to ASSIGNEE, or to its successors or assigns, the rights hereby transferred.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures follow on Page 2]

WHEREFORE, ASSIGNOR and ASSIGNEE have caused this Assignment to be duly executed below on the dates indicated by their duly authorized officers.

(ASSIGNOR)

[Signature]
Name: Shani Susan Grosz

Dated: December 8, 2008

State of New York
County of New York

:
:ss.

On this 8th day of December, 2008, personally appeared before me the above-named Shani Susan Grosz, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument.

(notary seal)

MARITZA SEGARRA
Notary Public, State of New York
No. 03-4852865
Qualified in ~~Bronx~~ Westchester County
Commission Expires December 31, 192009

[Signature]
notary signature
print name Maritza Segarra
Commission expires _____

MLS ACQUISITION CORP. (ASSIGNEE)

By [Signature]
Name: Joseph M. Eugrassia
Title: President

Dated: December 8, 2008

State of New York
County of New York

:
: ss.

On this 8th day of December, 2008, personally appeared before me the above-named President, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument.

(notary seal)

MARITZA SEGARRA
Notary Public, State of New York
No. 03-4852865
Qualified in ~~Bronx~~ Westchester County
Commission Expires December 31, 192009

[Signature]
notary signature
print name Maritza Segarra
Commission expires _____

SCHEDULE A

U.S. Trademark Registrations

Registration No.

3350916

3243498

Mark

Shani

Options By Shani