

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/08/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rock N Roll Gangstar, LLC		03/06/2009	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Rock N Roll Gangstar, Inc.
Street Address:	521 N Prospect Avenue
City:	Redondo Beach
State/Country:	CALIFORNIA
Postal Code:	90277
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77376649	ROCK-N-ROLL GANG

CORRESPONDENCE DATA

Fax Number: (310)286-0488
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 310-985-4283
 Email: mpilosof@ipbymbp.com
 Correspondent Name: Maurice B. Pilosof
 Address Line 1: P.O. Box 691937
 Address Line 4: West Hollywood, CALIFORNIA 90069

NAME OF SUBMITTER:	Maurice B. Pilosof
Signature:	/Maurice B. Pilosof/
Date:	03/09/2009

OP \$40.00 77376649

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, ROCK N ROLL GANGSTAR, LLC, a California limited liability company, with a place of business at 811 N Catalina Ave, Suite 2016, Redondo Beach, California 90277, ("*Assignor*"), has adopted and used in its business, since as early as December 15, 2007, in connection with Men's and Women's Bandanas, Baseball caps, Beach footwear, Beanies, Belts, Caps, Coats, Dress shirts, Dresses, Footwear, Gloves, Headgear, namely, cap, hats, headscarves, visors, beanies, Jackets, Jogging pants, Knit shirts, Nightwear, Pajamas, Pants, Polo shirts, Pullovers, Shirts, Shoes, Shorts, Ski wear, Skirts, Sleepwear, Slippers, Socks, Sport shirts, Sweat pants, Sweat shirts, Sweat shorts, Sweaters, Swimsuits, T-shirts, Tank tops, Tennis shoes, Undergarments, Pants, namely, jeans, denim, and dresses, and in connection with Promoting the concerts of others, and Promotions of live bands and live music, the trademark



for which registration is being sought in the United States Patent and Trademark Office under the U.S. Trademark Application Serial No. 77376649, the trademark and U.S. Trademark Application collectively referred to herein as the "Trademark".

WHEREAS, ROCK N ROLL GANGSTAR, INC., a California corporation with a place of business at 521 N Prospect Avenue, Redondo Beach, California 90277 ("*Assignee*"), is desirous of acquiring the Trademark:

WHEREAS, Assignor desires to grant and Assignee desires to acquire an assignment of the Trademarks, including the pending trademark applications recited above, together with the goodwill of the business connected, appurtenant, and symbolized by the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, effective August 8, 2008, the entire right, title, and interest in, to and under the Trademark, together with the goodwill of the business connected with the use of and symbolized by the Trademarks and the right to sue for past, present and future infringement thereof.

1. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as Assignee shall determine in its sole discretion) but for the benefit of Assignee (1) to endorse and/file of record, all assignment documents, papers and instruments necessary for

Assignee or its transferee, successors or assigns, to obtain title to and the use of the Trademarks, (2) to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Trademarks, (3) to defend or compromise any and all actions, suits, or proceedings in respect of the Trademarks, and (4) to take all action which Assignee may deem proper in order to provide Assignee the benefits of the Trademarks. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable.

2. **Consideration.** Assignor hereby acknowledges that Assignee has paid Assignor good and valuable consideration for the assignment of the Trademarks, and Assignor acknowledges receipt thereof.

3. **Integration.** No promise, representation or inducement to enter into this Agreement, except as expressly stated herein, has been made by or to, or relied on by any parties. This Agreement contains the entire agreement between Assignor and Assignee and the terms hereof supersede all prior discussions, understandings, or agreements between Assignor and Assignee relative to the subject matter hereof. This Agreement may only be amended by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ROCK N ROLL GANGSTAR LLC, "ASSIGNOR"

By: 

Title: 