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To the Director of the U. S. Patent and Trademark Office, documents or the new address(es) below.

1. Name of conveying party(ies):

SCOTT KUHLMAN

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) JULY 21, 2009

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: SHIRTLESS, LLC  
 Internal Address: c/o G4 DEVELOPMENT GROUP, LLC  
 Street Address: 14 SKILLMAN STREET  
 City: ROSLYN  
 State: NEW YORK  
 Country: UNITED STATES Zip: 11576

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other NEW YORK LLC

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
78834888 MARCH 10, 2006

B. Trademark Registration No.(s)  
76586120 NOVEMBER 27, 2007

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"KUHLMAN"

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

Name: HERZFELD & RUBIN, P.C.  
 Internal Address: \_\_\_\_\_  
 Street Address: 40 WALL STREET, 55TH FLOOR  
 City: NEW YORK  
 State: NEW YORK Zip: 10005  
 Phone Number: 212-471-8518  
 Fax Number: 212-232-6618  
 Email Address: hkritzer@herzfeld-rubin.com

6. Total number of applications and registrations involved:

2 (two)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80

- Authorized Refund Bank charged to deposit account
- Enclosed

8. Payment Information:

CHECK Refund Total: \$15.00  
 CHECK # 46445  
 Deposit Account Number \_\_\_\_\_  
 Authorized User: BYRNE 00000006 78834888

9. Signature:

*[Handwritten Signature]*  
Signature

HARRY A. KRITZER, ESQ.  
Name of Person Signing

01 FC:8521 40.00 OP  
 02 FC:8522 07/27/2009 25.00 OP  
 Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

“KUHLMAN”

Trademark Application: 78834888 March 10, 2006

Trademark Registration: 76586120 November 27, 2007

Continuation of the Information in Item 1

Additional Name of Conveying Party:

**Kuhlman Company, LLC** – a Delaware limited liability company

**Assignment of Trademark**

This Assignment of Trademark is made as of the 21 day of July, 2009, by Scott Kuhlman, and Kuhlman Company, LLC, a Delaware limited liability company, each having an address at 5232 Clinton Avenue South, Minneapolis, Minnesota 55419 (collectively, the "Assignor") for the benefit of Shirtless, LLC, a New York limited liability company, having an address at c/o G4 Development Group, LLC, 14 Skillman Street, Roslyn, New York 11576 (the "Assignee").

WHEREAS, as of the date hereof, the Assignor is the owner of that certain trademark, and the trademark application and registration in the United States Patent and Trademark Office, as delineated on Exhibit "A" annexed hereto (the "Trademark"); and

WHEREAS, the Assignee is desirous of acquiring the Trademark and the business and goodwill of the business in connection therewith.

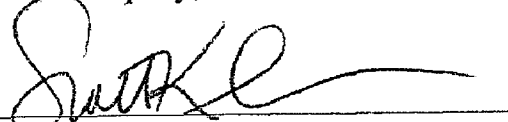
NOW, THEREFORE, the Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, hereby sells, assigns, conveys and transfers unto Assignee, its successor and assigns, Assignor's entire right, title and interest in and to the Trademark set forth on Exhibit A, together with the business and all goodwill of the business connected with the use of or symbolized by the Trademark, including any license, franchise, or distributor agreements, labels and advertising, and Assignor's entire right, title and interest in and to any and all claims and demands it may have, at law or in equity, for past infringement of the Trademark as well as all rights to damages or profits as of the date hereof and the right to sue for and recover same in Assignee's own name.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Trademark to be executed as of the date first written above.



Scott Kuhlman

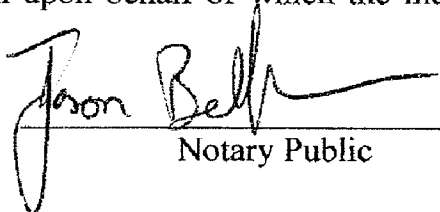
Kuhlman Company, LLC

By: 

Scott Kuhlman, Member

STATE OF NY )  
 ) ss.:  
COUNTY OF NASSAU )

On the 21 day of July in the year 2009, before me, the undersigned, a Notary Public, in and for said state, personally appeared Scott Kuhlman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

**JASON BENFARIN**  
Notary Public, State of New York  
No. 02BE6134040  
Qualified in Nassau County  
Commission Expires Sept. 26, 2009

**EXHIBIT A**

1. "KUHLMAN", Registered US Trademark No. 76586120, registered on November 27, 2007 by Kuhlman Company, LLC on the Supplemental Register, and US Trademark Application Serial No. 78834888, filed on March 10, 2006 by Scott Kuhlman on the Principal Register.