# OP \$40,00 2671

### 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 Kahn		06/01/2010	INDIVIDUAL: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	BDDK Holdings, LLC	
Street Address:	1411 Broadway	
Internal Address:	Suite 200	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10018	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2671557	DAVID KAHN

### **CORRESPONDENCE DATA**

Fax Number: (212)764-5060

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 575-7900

Email: skim@ballonstoll.com

Correspondent Name: Howard D. Bader

Address Line 1: 729 Seventh Avenue

Address Line 2: 17th Floor

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	17614-003
NAME OF SUBMITTER:	Howard D. Bader
Signature:	/hbader/

Date:	06/04/2010		
Total Attachments: 6			
source=Trademark Assignment.BDDK Holdings, LLC.DAVID KAHN.6-1-10#page1.tif			
source=Trademark Assignment.BDDK Holdings, LLC.DAVID KAHN.6-1-10#page2.tif			
source=Trademark Assignment.BDDK Holdings, LLC.DAVID KAHN.6-1-10#page3.tif			
source=Trademark Assignment.BDDK Holdings, LLC.DAVID KAHN.6-1-10#page4.tif			
source=Trademark Assignment.BDDK Holdings, LLC.DAVID KAHN.6-1-10#page5.tif			
source=Trademark Assignment.BDDK Holdings, LLC.DAVID KAHN.6-1-10#page6.tif			

### ASSIGNMENT OF TRADEMARKS AND RELATED GOODWILL BY DAVID KAHN

This Trademark Assignment and Related Goodwill ("Assignment") is entered into as of June 01, 2010, by David Kahn an individual having a residence at 3600 Daffodil, Corona del Mar, California 92625 ("Assignor") in favor of BDDK Holdings, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, "David Kahn" assigned Registration Number 2671557 by the United States Trademark and Patent Office which trademark shall include, without limitation, all variations thereof; designs; logos; corresponding registrations; including, without limitation, the trademarks registered with the United States Trademark and Patent Office and/or applications for registrations and all corresponding registrations and applications throughout the world (the "Trademarks");

WHEREAS, Assignor, Assignee and BVDK Design, Inc. are parties to the Asset Purchase Agreement, dated June 01, 2010 (the "Agreement") pursuant to which Assignor has agreed to and wishes to assign, and Assignee is desirous of acquiring and has agreed to purchase, certain assets of Assignor, including, all right title and interest in and to the Trademarks and the goodwill of the business connected with and symbolized by the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Assignor and Assignee agree as set forth below:

- A. Assignor hereby assigns, conveys, delivers, transfers and sells to Assignee all of Assignor's right, title and interest in and to all of the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made, including the right to sue for and take action with respect to infringements of said Trademarks which may have occurred prior to the date of this Assignment.
- B. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably

{00125511;6}

IN WITNESS WHEREOF, the undersigned has signed this Assignment as of the date first above written.

Dated: June 01, 2010

ASSIGNOR: David Kahn

David Kahn

STATE OF CALIFORNIA

) ss.:

COUNTY OF \_\_\_\_\_\_\_

On the \_\_\_\_ day of June, in the year of 2010, the undersigned, a notary public in and for said state, personally appeared David Kahn, 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 instrument.

Notary Public

{00125511;6}

2

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature Place Notary Seal Above OPTIONAL . Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Document Date: Related goodwill by David Number of Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name:\_ ☐ Individual ☐ Individual ☐ Corporate Officer — Title(s): □ Corporate Officer — Title(s): \_ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact Attorney in Fact

© 2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

□ Trustee

☐ Other:

☐ Guardian or Conservator

Signer Is Representing:

Top of thumb here

□ Trustee

□ Other: \_\_\_

☐ Guardian or Conservator

Signer Is Representing: \_\_

# EXHIBIT 1

Mark:

"David Kahn"

Registration Number:

2671557

Filing Date:

September 21, 2001

Registration Date:

January 7, 2003

TESS Printout:

Attached.

{00125511;6}

**RECORDED: 06/04/2010** 

3