

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goodman Media Group Inc.		11/15/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Spicy Food Productions LLC		
Street Address:	104 E. 11th Avenue		
City:	Windermere		
State/Country:	FLORIDA		
Postal Code:	34786		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3031175	ZESTFEST	
Registration Number:	3222448	FIERY FOOD CHALLENGE	
Registration Number:	3213391	GOLDEN CHILE	
CORRESPONDENCE DATA			
Fax Number:	(407)876-5843		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4078764467		
Email:	pambetz@aol.com		
Correspondent Name:	Pamela Betz		
Address Line 1:	104 E. 11th Avenue		
Address Line 4:	Windermere, FLORIDA 34786		
NAME OF SUBMITTER:	Pamela L Betz		
Signature:	/pamelalbetz/		
Date:	11/16/2010		

OP \$90.00 3031175

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made and entered on November 9, 2010, by and between GOODMAN MEDIA GROUP, INC. ("Assignor") and SPICY FOOD PRODUCTIONS, LLC ("Assignee") (collectively referred to as the "Parties").

Whereas, Assignor is the owner of the trademark(s) as described in Exhibit A attached hereto and incorporated by reference herein (the "Marks"); and

Whereas, Assignor wishes to assign his rights in the Marks to Assignee.

Now, Therefore, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **ASSIGNMENT:** Assignor hereby assigns, sells and transfers to Assignee all of his/her/its rights, title and interest in and to the Marks, including, but not limited to: (i) all registration rights with respect to the Marks, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Marks, and (iv) all income, royalties or claims relating to the Marks due or payable on or after the date of this Assignment.

2. **ASSIGNOR'S REPRESENTATIONS:** Assignor represents and warrants (i) that Assignor is the exclusive owner of the Marks, (ii) that Assignor possesses all rights, title and interest in and to the Marks, (iii) that Assignor has the power to enter into this Assignment, (iv) that the Marks do not infringe on the rights of any other person or entity, and (v) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.

3. **CONTINUING OBLIGATIONS:** Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.

4. **BINDING EFFECT:** The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

5. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

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Assignment of Trademark



IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

GOODMAN MEDIA GROUP, INC.

Jason Goodman as President

Jason Goodman

 (Name)
President

 (Position, if applicable)

ASSIGNEE:

SPICY FOOD PRODUCTIONS, LLC

Pamela L. Betz

PAMELA L. BETZ

 (Name)
VP, TREAS.

 (Position, if applicable)

DATED 11/15/2010

P.L.B.
(Signature)

Continuation of Assignment

EXHIBIT A

DESCRIPTION OF MARKS

1. ZESTFEST TRADEMARK REGISTRATION NO. 3031175 (SERIAL #76593688)
2. FIERY FOOD CHALLENGE TRADEMARK REGISTRATION NO. 3222448 (SERIAL #78881669)
3. GOLDEN CHILE AWARD TRADEMARK REGISTRATION NO. 3213391 (SERIAL #788817000)

Entertainment of the day

