

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
Moshe Panzer		06/15/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Fabuwood Marketing LLC		
Street Address:	99 Caven Point Rd		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07305		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3854612	FABUWOOD CABINETRY	
Registration Number:	3854611	FABUWOOD CABINETRY	
Registration Number:	3854610	FABUWOOD CABINETRY	
Registration Number:	3733927	FABUWOOD CABINETRY	
Registration Number:	3848662	FABUWOOD	
Registration Number:	3848661	FABUWOOD	
Registration Number:	3848660	FABUWOOD	
Registration Number:	3733913	FABUWOOD	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-697-3250		
Email:	rlr@grlawpllc.com		
Correspondent Name:	Robert Rimberg, Esq.		

OP \$215.00 3854612

Address Line 1: 115 Broadway, 3rd Floor
Address Line 2: Goldberg & Rimberg, PLLC
Address Line 4: New York, NEW YORK 10006

NAME OF SUBMITTER: Robert Rimberg

Signature: /S/ Robert Rimberg

Date: 08/01/2012

Total Attachments: 6
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ASSIGNMENT

THIS ASSIGNMENT (this "Agreement"), is being made as of the 15th day of June, 2012 (the "Effective Date"), between Moshe Panzer, ("Assignor"), and Fabuwood Marketing LLC ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the registered owner of the Trademarks listed on Exhibit "a" (*hereinafter* "Trademarks");

WHEREAS, Assignor desires to transfer all rights title and interest in the Trademarks to Assignee;

NOW, THEREFORE, in consideration of the foregoing recitals, \$10.00 (Ten U.S. Dollars) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Sale-Purchase. Assignor agrees to sell and convey to Assignee, and Assignee agrees to purchase from Assignor, upon the terms and conditions set forth in this Agreement, all of Assignor's right, title and interest in the Trademarks.

2. Purchase Price. The purchase price for the Trademarks (the "Purchase Price") is \$10.00 (Ten U.S. Dollars). The receipt which is hereby acknowledged by Assignor.

3. Closing Date. The consummation of the transactions contemplated hereby (the "Closing") shall take place on the Closing Date. As used herein, the term "Closing Date" shall mean the Effective Date, it being the agreement and understanding of the parties that the Closing shall occur simultaneously with the execution and delivery of this Agreement (*i.e.*, the Closing Date and the Effective Date shall be the same).

4. Closing Documents.

4.1 Assignor consent to the attached assignments being filed for the Trademarks and such other documents as may be reasonably required to effectuate the transactions contemplated by this Agreement.

5. Representations and Warranties.

5.1 Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that:

(a) Trademarks. Assignor owns, in the aggregate, 100% of the Trademarks, free and clear of all liens, charges and encumbrances whatsoever. No other person or entity has any legal or beneficial interest in the Trademarks.

(b) No Litigation Relating to the Trademarks or this Agreement. There is no action or proceeding or governmental investigation arising out of any action or omission of Assignor or its affiliates which is pending, or to the best knowledge of Assignor, threatened against or relating to this transaction, which would affect Assignee, the Trademarks after the Closing, nor, to the best knowledge of Assignor, is there any basis for such action.

(c) No Options to Purchase the Trademarks. Assignor has not granted to any person or entity any option or other right to purchase the Trademarks.

(d) Consents and Approvals. There are no consents or approvals of any third persons, or any federal, state or local governmental authorities, including, without limitation, any internal board of directors or other approval process, that are required in connection with the performance by Assignor of its obligations under this Agreement.

(e) Enforceability. This Agreement is valid and enforceable against Assignor in accordance with its terms, and each document or instrument to be executed by Assignor pursuant to this Agreement, or in connection herewith, will, when executed and delivered, be valid and enforceable against Assignor in accordance with its terms.

(f) Financial Obligations. The Assignor has not (i) made a general assignment for the benefit of its creditors; (ii) admitted in writing its inability to pay its debts as they mature; (iii) had an attachment, execution or other judicial seizure of any property interest which remains in effect; or (iv) become generally unable to meet its financial obligations as they mature.

(g) Bankruptcy Matters. There is not pending any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or recomposition of the Assignor, or the debts of the Assignor, under any law relating to bankruptcy, insolvency, reorganization or the relief of debtors, or seeking the appointment of a receiver, trustee, custodian or other similar official for the Assignor.

(h) No Conflicts. Assignor is not in violation of (a) any term of its certificate of formation, operating agreement or any of its other organizational documents, (b) any judgment or decree known to Assignor to be applicable to it, (c) in any material respect, any term or provision of any mortgage, indebtedness, indenture, contract, agreement, instrument, judgment or decree to which it is a party or by which it or its assets are bound or (d) any order, statute, rule or regulation applicable to Assignor. The execution, delivery and performance of and compliance with this Agreement and the sale and transfer of the Trademarks to Assignee will not result in either (i) any violation of, or conflict with, or constitute a default under, the certificate of formation, operating agreement or any other of Assignor's organizational documents, any of Assignor's agreements, or any applicable statute, rule, regulation, order or restriction of any federal or state governmental entity or agency thereof, or (ii) the creation of any mortgage, pledge, lien, encumbrance, or charge upon any of the properties or assets of Assignor.

(i) Material Liabilities and Obligations. Assignor has no knowledge that the Trademarks has any pending or threatened material liabilities or obligations, contingent or otherwise, which have not been disclosed to Assignee.

(j) Review By Attorney. Assignor represents that it has been represented in this transaction by an attorney of its choice and that all documents executed by Assignor in connection with this transaction has been reviewed and approved by an attorney of Assignor's choosing.

5.2 Materiality. Assignor acknowledges that each of the representations, warranties and agreements made by it in Section 5.1 above and elsewhere in this Agreement is material to Assignee.

5.3 Survival. All of the representations and warranties of Assignor and Assignee set forth herein and elsewhere in this Agreement shall be true upon the execution of this Agreement and shall survive the Closing.

6. Expenses.

(a) Assignee shall be obligated to pay (i) all of its own legal fees and (ii) any other costs or expenses expressly stated in this Agreement to be the obligation of Assignee.

(b) Assignor shall be obligated to pay (i) all of its own legal fees and (ii) any other costs or expenses expressly stated in this Agreement to be the obligation of Assignor.

7. Entire Agreement; Amendments. This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. This Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto and parties who are or will be affected by the terms of such instrument who have executed Members Consent.

8. Notices. Notices or other communications required or permitted to be given pursuant to this Agreement shall be delivered to the addresses listed above for Assignor and Assignee.

9. Waiver; Enforceability; Governing Law. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. In the event that any portion of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. This Agreement shall be governed by the laws of the State of New York.

10. Successors and Assigns; Section Headings. The stipulations aforesaid shall inure to the benefit of, and shall bind, the heirs, executors, administrators, successors and assigns of the respective parties. The headings of the various paragraphs of this Agreement have been inserted only for the purposes of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

11. Submission To Jurisdiction. ASSIGNEE AND ASSIGNOR HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY NEW YORK STATE COURT OR FEDERAL COURT SITTING IN KINGS COUNTY, NEW YORK OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREE THAT VENUE FOR ANY SUCH ACTION OR PROCEEDING SHALL BE IN KINGS COUNTY, NEW YORK. ASSIGNEE AND ASSIGNOR HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO SUCH VENUE AS BEING AN INCONVENIENT FORUM.

12. Waiver Of Jury Trial. ASSIGNEE AND ASSIGNOR HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR

ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY ASSIGNEE AND ASSIGNOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. ASSIGNOR OR ASSIGNEE, AS APPLICABLE, ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY ASSIGNEE OR ASSIGNOR, AS APPLICABLE.

13. Counterparts; Execution by Facsimile or PDF Transmission. This Agreement may be executed in two or more counterparts, each of which, when taken together, shall constitute the same instrument and one original. This Agreement may be executed by facsimile transmission or by transmission of such signatures via a pdf file. Any signatures to this Agreement transmitted by either such method shall be deemed delivery of original signatures to this Agreement.

14. Further Assurances. Subsequent to the Closing Date, each party shall execute and deliver to the other such further documents and instruments as either party may request of the other in order to confirm or implement the terms of this Agreement.

15. Surviving Obligations. The obligations, warranties and representations of Assignor and/or Assignee set forth in this Agreement, shall survive the Closing.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the Effective Date.

ASSIGNOR

Moshe Panzer
By: Moshe Panzer

FABUWOOD MARKETING LLC

Joel Epstein
By: Joel Epstein

Moshe Panzer
By: Moshe Panzer

Exhibit "a"

Serial Number	Reg. Number	Word Mark
77749037	3854612	FABUWOOD CABINetry
77749004	3854611	FABUWOOD CABINetry
77748983	3854610	FABUWOOD CABINetry
77748952	3733927	FABUWOOD CABINetry
77748732	3848662	FABUWOOD
77748715	3848661	FABUWOOD
77748692	3848660	FABUWOOD
77748681	3733913	FABUWOOD