

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LIEN		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baron Hats, Inc.		09/06/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Claude Ponticelli		
Street Address:	12 Avenue Prix du Jockey Club		
City:	Ozoir-La-Ferriere		
State/Country:	FRANCE		
Postal Code:	77330		
Entity Type:	INDIVIDUAL: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78727923	HOLLYWOOD'S HAT MAKER	
CORRESPONDENCE DATA			
Fax Number:	6267935900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	626-793-9400		
Email:	jciampa@lagerlof.com		
Correspondent Name:	James D. Ciampa		
Address Line 1:	301 North Lake Avenue		
Address Line 2:	10th Floor		
Address Line 4:	Pasadena, CALIFORNIA 91101		
ATTORNEY DOCKET NUMBER:	152247-000		
DOMESTIC REPRESENTATIVE			
Name:	James D. Ciampa		
Address Line 1:	301 North Lake Avenue		

OP \$40.00 78727923

Address Line 2: 10th Floor
Address Line 4: Pasadena, CALIFORNIA 91101

NAME OF SUBMITTER:	James D. Ciampa
Signature:	/James D. Ciampa/
Date:	09/06/2012

Total Attachments: 5

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**AGREEMENT FOR EXTENSION OF
SECURED PROMISSORY NOTE AND SECURITY AGREEMENT**

\$168,000.00

Burbank, California, USA

September 15, 2012

RECITALS

A. By the "Secured Promissory Note and Security Agreement" dated September 15, 2007 (the "Original Agreement"), BARON HATS, INC., a California corporation, (herein "Payor"), with its principal place of business in Burbank, California, promised to pay to CLAUDE PONTICELLI (herein "Payee"), or order, the principal sum of One Hundred Fifty Thousand Dollars (\$150,000.00), with interest from September 1, 2007, on unpaid principal at the rate of three percent (3%) per annum. Under the Original Agreement, quarterly interest only payments, in the sum of One Thousand One Hundred Twenty-Five Dollars (\$1,125.00), were to be paid by Payor to Payee on or before December 15, March 15, June 15 and September 15 of each year while the entire principal is outstanding, and the entire principal amount is due and payable on or before September 15, 2012.

B. Payor has made some of the quarterly interest payments required under the Original Agreement, but due to the impact of the recent economic downturn on Payor's business, has not made any interest payments since the September 2008 payment, resulting in \$18,000 in unpaid interest now being due.

C. Due to the current financial condition of Payor's business, Payor will not be able to pay to Payee the Original Agreement's principal balance of \$150,000 by the maturity date of September 15, 2012, and Payor and Payee have agreed to extend the Original Agreement as set forth in this "Agreement for Extension of Secured Promissory Note and Security Agreement."

NOW, THEREFORE, for good and valuable consideration, Payor and Payee agree as follows:

1. The terms and conditions of the Original Agreement are fully incorporated herein, in the form set forth below, other than as those provisions are altered in this Agreement.

2. FOR VALUE RECEIVED, in installments as herein stated, BARON HATS, INC., a California corporation, (herein "Payor"), with its principal place of business in Burbank, California, promises to pay to CLAUDE PONTICELLI (herein "Payee"), or order, the principal sum of _____ One Hundred Sixty-Eight Thousand Dollars (\$168,000.00) (which amount consists of the principal balance under the Original Agreement, plus the unpaid interest described in Recital B, above), with interest from September 1, 2012, on unpaid principal at the rate of three percent (3%) per annum. Quarterly interest only payments, in the sum of One Thousand Two Hundred Sixty Dollars (\$1,260.00), shall be paid by Payor to Payee by direct deposit into Payee's account established at Bank of America, Silverlake-Glendale Branch (Account No. 06889-61006) on or before December 15, March 15, June 15 and September 15 of each year while the entire principal is outstanding; provided, however, that the amount of such interest payments shall be reduced and recalculated proportionately in the event Payor prepays any portion of the principal in accordance with the provisions of this Note. The entire principal amount shall be due and payable on or before September 15, 2015.

3. Payor's obligations to Payee hereunder shall have priority over any other of Payor's creditors, except: (a) any trade creditor to whom Payor owes money which is necessary, in Payor's reasonable discretion, to allow Payor to remain in business; and (b) any other creditor to whom Payee agrees in writing to subordinate the amount owed to him. In addition to the foregoing, Payor agrees to use its best efforts to pay any monies due hereunder as soon as its business conditions allow.

4. Each payment made by Payor and received by Payee shall be credited first to interest and then, if in excess of the accrued interest, to principal; and interest shall thereupon cease to accrue upon the principal so credited.

5. Principal and interest shall be payable in lawful money of the United States of America.

6. This Promissory Note may be prepaid at Payor's option in whole or in part at any time or times without penalty; provided, however, that any such partial prepayment must be in the amount of at least Ten Thousand Dollars (\$10,000.00) or must be in whole number multiples of Ten Thousand Dollars (\$10,000.00). Any such prepayment shall result in the reduction and recalculation of the interest payments set forth above on the basis of a thirty (30) day month.

7. This Note is secured by Payor's grant to Payee of a security interest in collateral consisting of Payor's intellectual property rights, including, but not limited to, any registered or unregistered trademarks rights in "Baron Hats, Hollywood's Hat Maker" and any registered or unregistered copyrights; machinery; equipment; and inventory (the "Collateral"), as it may exist from time to time, which security interest shall be perfected by the filing with the California Secretary of State of a standard form UCC-1 Financing Statement. Payor represents and warrants that it owns and, while any sum payable hereunder remains unpaid, will own, good and marketable title to the Collateral and that, except as disclosed in writing to Payee, there are and, while any sum payable hereunder remains unpaid, will be no liens or encumbrances against the Collateral, except as created hereby or as Payee may authorize. Payor shall keep the Collateral in good condition and repair, ordinary wear and tear excepted, and shall not sell the Collateral except in the ordinary course of business.

8. If the interest or principal due on this Promissory Note are not be paid when due as set forth above, or within sixty (60) days thereafter, the principal and interest hereof may become, or may be declared to be at the option of Payee, or any other holder of this Note, immediately due and payable. At that time, all sums due hereunder shall immediately become due and payable without presentment, demand, protest, or other notice of any kind, all of which Payor expressly waives.



9. In the event of a payment default under Paragraph 8, above, or if any provision of Paragraph 7, above, is violated and, where such violation is curable, such violation is not cured within ten (10) days after Payee provides written notice to Payor of that violation, then Payee may proceed to foreclose its security interest against the Collateral in accordance with California law by selling the whole or any part of such Collateral at a public or private sale, at such terms as he deems best (provided that such terms shall be commercially reasonable and Payee shall use his best efforts to maximize the proceeds generated by any such sale of the Collateral), giving only such notices as are required by law. Any deficiency that exists after the liquidation of the Collateral shall be a continuing liability of Payor to Payee. All amounts received by Payee as proceeds from the disposition or liquidation of the Collateral shall be applied as follows: first, to the costs and expenses of collection, enforcement, protection and preservation of the Payee's lien in the Collateral, including court costs and reasonable attorneys' fees, whether or not suit is commenced by Payee; next, to those costs and expenses incurred by the Payee in protecting, preserving, enforcing, collecting, liquidating, selling or disposing of the Collateral; next, to the payment of accrued and unpaid interest on all of the indebtedness under this Note; next, to the payment of the outstanding principal balance of the Note. Any excess Collateral or excess proceeds existing after the disposition or liquidation of the Collateral will be returned or paid by the Payee to the Payor.

10. Should Payor agree to or actually sell all or substantially all of its assets or merge with another corporation not controlled by it, then, in any such event, all of the obligations under this Promissory Note may be declared due and payable at the option of Payee or any other holder of this Note. In addition, if Payee's shareholding interest in Payor ends or if the ownership interest of Mark Mejia in Payor should end or be reduced to less than fifty percent (50%) of Payor's total issued and outstanding shares, then Payee may, at his option, declare this Note due and payable upon thirty (30) days' prior written notice by registered mail to Payor and Payor shall thereafter repay to Payee all principal and interest accrued through the date of repayment.

11. If action is instituted on this Note, Payor promises to pay the costs of suit and such sum as the court may fix as reasonable attorneys' fees.

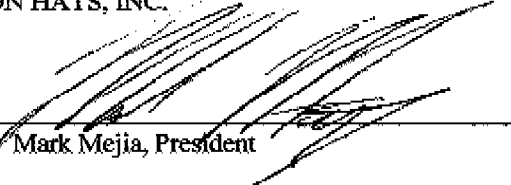
12. This Note shall be construed, interpreted, and enforced in accordance with the laws of the State of California.

13. This Note shall inure to the benefit of and be enforceable by the successors and assigns of Payee and shall be enforceable against any successor or assign of Payor.

14. This Note may be executed in counterparts and may be executed by electronic signature or by a signature transmitted by facsimile and such a signature shall be considered an original signature for all purposes.

BARON HATS, INC.

By



Mark Mejia, President

"PAYOR"



Claude Fonticelli

"PAYEE"