

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") dated this _____ day of _____, _____.

BETWEEN

_____ of _____

(the "Assignor")

- and -

_____ of _____

(the "Assignee")

TRADEMARK

1. The Assignor is the owner of the following trademark (the "Mark"):

The Mark depicted in Schedule "A", which is attached to this Agreement.

- 2.

The Mark is not registered, but the Assignor uses the Mark to distinguish the goods associated with the Mark from the goods of others in the marketplace. The Assignor uses the Mark in the following areas: _____.

ASSIGNMENT

3. The Assignor, in consideration the Price, the receipt and sufficiency of which is hereby acknowledged, does sell, assign and transfer to the Assignee the Mark, together with that portion of the good will of the business with which the Mark is associated, and all right, title and interest in the Mark, including, but not limited to, the right to register the Mark, to renew registration of the Mark and to license the use of the Mark.
4. The Assignee, in consideration of the Assignor assigning the Mark to the Assignee on the terms in this Agreement, will pay to the Assignor the following amount: _____ (the "Price").
5. The Price is payable in and is payable as follows: on the signing of this Agreement.

REPRESENTATIONS AND WARRANTIES

6. The Assignor represents and warrants to the Assignee:

aa.

The Assignor is the exclusive and lawful owner of the Mark, and the Mark does not infringe on the rights of any other person or organization.

bb.

The Mark is free of all security interests.

cc.

The Assignor has not granted any license to use the Mark in any manner whatsoever to any individual, person, organization, association, group or entity.

dd.

The Assignor is not aware of any competing claims to the Mark, and, as far as is known to the Assignor, there is no litigation pending with respect to any claim to the Mark, whether the claim is based on prior use of the Mark, a license to use the Mark or an ownership interest in the Mark.

ee.

The Assignor has the authority to enter into this Agreement.

7. The Assignee represents and warrants to the Assignor that the Assignee has the authority to enter into this Agreement.

Acknowledged before me on this _____ day of _____, _____.

(Assignor)

(Assignee)

NOTARY ACKNOWLEDGMENT - ASSIGNOR

CITY OF _____

I _____, a Notary Public in and for said CITY, hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me (or satisfactorily proven), acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date. Given under my hand this _____ day of _____, _____.

_____(Notary Public Signature)

Notary Public

My commission expires: _____

NOTARY ACKNOWLEDGMENT - ASSIGNEE

CITY OF _____

I _____, a Notary Public in and for said _____, hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me (or satisfactorily proven), acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date. Given under my hand this _____ day of _____, _____.

_____(Notary Public Signature)

Notary Public

My commission expires: _____

Schedule "A"

The following is a depiction of the Mark: