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MENT OF COMMERCE
nt and Trademark Office

**RECORDATIC
TRADE**



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To the Director of the U.S. Patent and Trademark Office, www.uspto.gov, the attached document, and the following address(es) below.

4-3-06

1. Name of conveying party(ies):

Robert Vaughn

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 28, 2006

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FTW Licensing, LLC

Internal Address: _____

Address: _____

Street Address: 233 Longview Road

City: Far Hills

State: NJ

Country: USA Zip: 07931

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other LLC Citizenship NJ

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)

1879853

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

The mark consists of the letters "FTW"

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kent L. Schwarz, Esq.

Internal Address: Graham, Curtin & Sheridan

Street Address: 4 Headquarters Plaza

PO Box 1991

City: Morristown

State: NJ Zip: 07962-1991

Phone Number: 973-292-1700

Fax Number: 973-292-1767

Email Address: kschwarz@gcslaw.com

6. Total number of applications and registrations involved:

One (1)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

03/28/2006

Date

Kent L. Schwarz

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made this 28th day of March 2006, by and between **ROBERT VAUGHN**, an individual with a principal address at 233 Longview Road, Far Hills, New Jersey 07931 ("Assignor"), and **FTW LICENSING, LLC**, a New Jersey limited liability company with a principal address at 233 Longview Road, Far Hills, New Jersey 07931 ("Assignee").

RECITALS:

Assignor has rights to a registered U.S. trademark, Registration No. 1879853 for the trademark "FTW" (the "Mark"); and

Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Mark, together with all good will and all other rights associated with the Mark.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and the mutual covenants herein contained, the parties hereto agree as follows:

1. **Recitals Incorporated.** The above recitals are incorporated herein as if set forth at length below.
2. **Transfer of Trademark Rights.** Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under the following:
 - a) The Mark;
 - b) All common law rights and all of the good will associated with the Mark;
 - c) The right to recover damages for any and all past infringement.

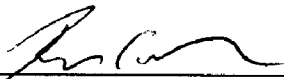
Assignee hereby accepts the assignment and conveyance of the Mark.

3. **Representations.** Assignor represents and warrants to Assignee that (i) Assignor owns the Mark free and clear of all liens and encumbrances of any kind, (ii) Assignor's assignment of the Mark will not conflict with any agreement, order, regulation or law or otherwise violate any prohibition on transfer applicable to Assignor or the Mark, and (iii) the ownership or use of the Mark does not infringe on the rights of any third party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first written above.

Assignor:



ROBERT VAUGHN

Assignee:
FTW LICENSING, LLC

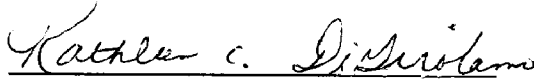
By: 

Name: **ROBERT VAUGHN**
Title: **Manager**

STATE OF NEW JERSEY :
: SS.
COUNTY OF Morris :

I CERTIFY that on March 28, 2006, **ROBERT VAUGHN** personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as the Assignor named in this document; and
- (b) this document was signed and made by **ROBERT VAUGHN** as his voluntary act and deed.



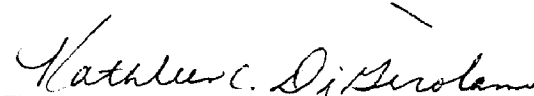
Notary Public

KATHLEEN C. DIGIROLAMO
Notary Public, Morris County, NJ
My Commission Expires April 11, 2006

STATE OF NEW JERSEY :
: SS.
COUNTY OF Morris :

I CERTIFY that on March 28, 2006, **ROBERT VAUGHN** personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as **Manager of FTW LICENSING, LLC**, the Assignee named in this document;
- (b) the proper seal was affixed; and
- (c) this document was signed and made by the limited liability company as its voluntary act and deed by virtue of authority from its Members.



Notary Public

KATHLEEN C. DIGIROLAMO
Notary Public, Morris County, NJ
My Commission Expires April 11, 2006