

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | Assignment of Servicemarks and Trademarks |
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|-----------------------------|-----------------|-----------------------|--------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Revenew International, Inc. | | 07/28/2004 | CORPORATION: TEXAS |

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| RECEIVING PARTY DATA | |
| Name: | Revenew International, LLC |
| Street Address: | 209 Delburg Street |
| Internal Address: | Suite 206 |
| City: | Davidson |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28036 |
| Entity Type: | limited liability company: NORTH CAROLINA |

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| PROPERTY NUMBERS Total: 1 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 2750317 | R REVENEW INTERNATIONAL, INC. |

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| CORRESPONDENCE DATA | |
| Fax Number: | (704)353-3263 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 704.331.7563 |
| Email: | docket@kennedycovington.com |
| Correspondent Name: | James D. Wright |
| Address Line 1: | 214 North Tryon Street |
| Address Line 2: | Hearst Tower, 47th Floor |
| Address Line 4: | Charlotte, NORTH CAROLINA 28202 |

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| ATTORNEY DOCKET NUMBER: | 27570.004 |
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| NAME OF SUBMITTER: | Marcia Siuda, Trademark Paralegal |
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Total Attachments: 3
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OP \$40.00 2750317

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This Assignment of Servicemarks and Trademarks (this "**Assignment**") is made as of July 28, 2004, by Revenew International, Inc., a Texas corporation ("**Assignor**"), to Revenew International, LLC, a North Carolina limited liability company ("**Assignee**").

Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of July 28, 2004 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Purchase Agreement), including the service marks, trademarks, trade dress, logos, trade names and corporate names of Assignor. In accordance with the Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide rights, title and interests in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trade dress, service mark applications, trademark applications, trade dress applications and trade names (collectively, the "**Marks**"), including the service marks, trademarks, trade dress, service mark applications, trademark applications, trade dress applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer and assign to Assignee, effective as of 11:59 p.m. (Charlotte, North Carolina Time) on the Closing Date (as defined in the Purchase Agreement), all of Assignor's worldwide rights, title and interests in, to and under the Marks, together with the translations, adaptations, derivations and combinations thereof, including the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

[Signature Page Follows]

Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

RENEW INTERNATIONAL, INC.

[SEAL]

By: John Birks
Name: John Birks
Title: President

State of North Carolina)
County of Mecklenburg)

ss.:

On this 28th day of July, 2004, before me, MONA L. LEFEAT, personally appeared John Birks of Renew Int., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Mona L. LeFeat
Notary Public
My commission expires: 3-28-05

SCHEDULE A

Registered Servicemarks and Trademarks

| <u>Servicemark or Trademark or Trade Dress Date</u> | <u>U.S. or Canadian Registration No.</u> | <u>Registration Date</u> |
|---|--|--------------------------|
| RENEW INTERNATIONAL, INC. & DESIGN | 2,750,317 | August 12, 2003 |

Unregistered Servicemarks and Trademarks

Pending Servicemark or Trademark Applications

| <u>Servicemark or Trademark or Trade Dress Date</u> | <u>Application Number</u> | <u>Application Date</u> |
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Trade Names

Renew International
Renew
RII

[Schedule A to Assignment of Servicemarks and Trademarks]