

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
Gear 7, LLC		06/04/2004	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BH7, LLC		
Street Address:	9137 South Crandon Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60617		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2830578	GEAR 7	
CORRESPONDENCE DATA			
Fax Number:	(804)698-2236		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	astinson@mcguirewoods.com		
Correspondent Name:	Anjanette Plichta Stinson		
Address Line 1:	One James Center, 901 East Cary Street		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	2041827-0001		
NAME OF SUBMITTER:	Anjanette Plichta Stinson		
Total Attachments: 1 source=Assignment#page1.tif			

OP \$40.00 2830578

TRADEMARK ASSIGNMENT

Gear 7, LLC, a Delaware limited liability company ("Assignor"), desires to unconditionally transfer to BH7, LLC, a Delaware limited liability company in formation ("Assignee") all of its rights and interests in the name and trademark "GEAR 7" and all marks or logos which incorporate the trademark "GEAR 7", including without limitation the federally registered trademark and design mark "GEAR 7" (Reg. No. 2,830,578), as depicted on Schedule A attached hereto (collectively, the "Marks"), together with all goodwill developed in such Marks (the "Goodwill"), and Assignee wishes to so acquire the Marks and the Goodwill.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor agrees to unconditionally assign and hereby unconditionally assigns and transfers to Assignee and its successors and assigns all of Assignor's right, title, and interest in and to the Marks, along with the associated Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of Assignee's parent, subsidiary and affiliated companies, successors, assigns, licensees and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made. Assignor shall not, at any time, contest the validity of the Marks or the Goodwill, or take any action that would impair the value of the Marks or the Goodwill, including without limitation, challenging Assignee's sole and exclusive ownership of the Marks or Goodwill.

2. Assignor hereby represents and warrants that (a) it is authorized to enter into this agreement; (b) it is the sole and exclusive owner of the Marks and all Goodwill as of the date of the assignment; (c) this agreement and the exercise by Assignee of the rights transferred to it hereunder does not violate the terms of any agreement, order, stipulation, understanding or other arrangement to which Assignor is bound; and (d) it is not aware of any claim by any third party, contesting Assignor's ownership of the Marks or Goodwill or that the exercise of the rights transferred hereunder would violate the rights of any such third party.

3. Assignor agrees to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment or to substantiate Assignee's use and ownership of the Marks and the Goodwill.

4. This Assignment is binding upon the parties and their respective, successors, assigns, trustees, and representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment, to be effective as of the 4th day of June, 2004.

GEAR 7, LLC

By: 

Name: Duane Nicol

Title: Manager

BH7, LLC

By: 

Name: Chris Christensen

Title: President