

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
Paramax Capital Group I, LLC		04/25/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Paramax Capital Partners, LLC		
Street Address:	860 Canal Street		
City:	Samford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76552921	PARAMAX CAPITAL GROUP	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin Brown & Wood LLP		
Address Line 2:	717 N. Harwood St. Suite 3400		
Address Line 4:	Dallas, TEXAS 75204		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		
Date:	04/25/2005		

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Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

This Agreement, effective April 25, 2005, ("Effective Date") is by and between the **Paramax Capital Group I, LLC** ("Assignor"), a Delaware limited liability company organized and existing under the laws of the State of Delaware, USA, having an address of 860 Canal Street, Stamford, CT 06902 and **Paramax Capital Partners, LLC** ("Assignee"), a Delaware limited liability company organized and existing under the laws of the State of Delaware, USA, having an address of 860 Canal Street, Stamford, CT 06902.

WHEREAS, Assignor has adopted and used certain the trademark, trade name and service mark, **PARAMAX CAPITAL GROUP**, which is registered or filed in certain regulatory authorities; and

WHEREAS, Assignee is desirous of acquiring said trademark, trade name and service mark and the registration thereof and any application thereon.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor sells and transfers to Assignee, its successors, assigns, and legal representatives, all right, title and interest in and to the trademark set forth in Exhibit A, which is attached hereto and incorporated by reference (collectively the "Mark"), together with the goodwill of the business symbolized thereby: all renewals and extensions of any such application, registration and filing, all licenses for the use of the Mark, all rights to sue for past infringement of the Mark, and the right of recovery, including but not limited to damages for past infringement, and the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

Assignor will at any time, and from time to time after the Effective Date, upon request of the Assignee, execute, acknowledge, and deliver all such further deeds, assignments,

ASSIGNMENT OF TRADEMARK RIGHTS

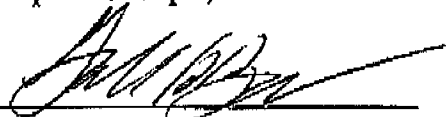
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transfers, conveyances, powers of attorney and assurances, and take out all such further action, as may be required to carry out the intent of this Assignment, and to transfer and vest title to any Asset being transferred hereunder, and to protect the right, title and interest in and enjoyment of the Asset assigned.

WITNESS HEREOF the parties here to have duly executed this Agreement as of the Effective date.

Paramax Capital Group I, LLC
Assignor

By: 

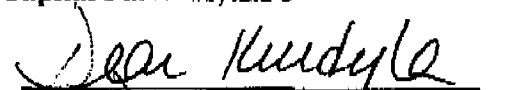
Name: Gordon Barron

Title: President

AGREED AND ACCEPTED:

Signed at 11:00 A.M., on this 25th day of April, 2005.

Paramax Capital Partners, LLC
Assignee

By: 

Name: Dean Kurdyla

Title: Partner

EXHIBIT A

TRADEMARK

PARAMAX CAPITAL GROUP SER. NO. 76552921 Filed on October 20, 2003