



**ASSIGNMENT OF TRADEMARKS**

Martin Branding Worldwide, Inc., a Virginia corporation, having its principal place of business at 1510 Willow Lawn Drive, Suite 10, Richmond, Virginia 23230-3419, (the "Assignor"), and having adopted, used, is using, and is the owner of certain trademarks described more fully below, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Sells, assigns, and transfers to Brandsync, L.L.C., a Virginia limited liability corporation, having its principal place of business at [street address], (the "Assignee"), the entire right, title, and interest, in and to the following trademarks, together with the goodwill of the business symbolized by said trademarks: "BRANDSYNC", U.S. Application No. 76/640,558.

Assignor warrants and covenants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed, other than the above-recited permitted exceptions, has been or will be made to others by the Assignor or any predecessor in title thereto and that the full right to convey the same as herein expressed is possessed thereby;

To be binding on the successors and assigns of the Assignor and to extend to the successors, assigns, and nominees of the Assignee.

MARTIN BRANDING WORLDWIDE, INC.

By: 

Robert W. Martin, President, Managing Director

Date: 8/30/05

STATE OF VIRGINIA  
COUNTY OF Henrico

On this 31<sup>st</sup> day of August, 2005, personally appeared Robert W. Martin, to me known and known to me to be President, Managing Director, of Martin Branding Worldwide, Inc., the Assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said Assignor and pursuant to authority duly received.

  
Notary Public

My Commission Expires: 12/31/06