

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
LPRI, LLC		07/18/2005	LIMITED LIABILITY COMPANY: RHODE ISLAND
<b>RECEIVING PARTY DATA</b>			
Name:	UTGR, Inc.		
Street Address:	1600 Louisquisset Pike		
Internal Address:	Second Floor		
City:	Lincoln		
State/Country:	RHODE ISLAND		
Postal Code:	02865		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	76498050	LINCOLN PARK	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(401)751-0604		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	401-274-7200		
Email:	pacampellone@apslaw.com		
Correspondent Name:	Paul A. Campellone		
Address Line 1:	One Citizens Plaza		
Address Line 2:	Eighth Floor		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	STEP #3 LINCOLN PARK		
NAME OF SUBMITTER:	Paul A. Campellone		
Signature:	/Paul A. Campellone/		

OP \$40.00 76498050

**TRADEMARK**

Date:

04/03/2006

**Total Attachments: 4**

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## ASSIGNMENT AND DISTRIBUTION AGREEMENT

This ASSIGNMENT AND DISTRIBUTION AGREEMENT (the "Agreement"), dated as of July 18, 2005, is by and between LPRI, LLC, a Rhode Island limited liability company ("LPRI"), and UTGR, Inc., a Delaware corporation ("UTGR").

### WITNESSETH

WHEREAS, by unanimous written consent of the sole member and managers of LPRI, dated July 18, 2005 (the "LPRI Written Consent"), the sole member and managers of LPRI authorized LPRI to distribute substantially all of its assets to UTGR, all as more fully described in the LPRI Written Consent; and

WHEREAS, by unanimous written consent of the Board of Directors of UTGR, dated July 18, 2005, UTGR agreed to accept said distribution of such assets; and

WHEREAS, the parties believe that it is appropriate to set forth terms and procedures regarding such distribution of assets.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the parties hereto agree as follows:

1. LPRI hereby agrees to, and by these presents does hereby, distribute, transfer, assign and otherwise convey to UTGR all of LPRI's right, title and interest in and to all of LPRI's assets and properties, real, personal, and mixed, tangible and intangible and all of its business and operations, including, but not limited to, the "Lincoln Park" facility and including, but not limited to, cash and cash equivalents, but excluding the Retained Assets (as defined below) (all of the foregoing assets and properties are collectively referred to herein as the "Distributed Assets").

2. Notwithstanding any provision of this Agreement to the contrary, LPRI is retaining, and is not distributing, transferring, assigning or otherwise conveying any right, title or interest in or to any of the following (collectively, the "Retained Assets"):

(i) Cash consisting of \$3,000,000 deposited in escrow under the Escrow Agreement (as defined below) (the "Cash") (it being understood that interest accrued on the Cash shall be for the benefit of LPRI and distributed to LPRI upon release of the Cash in escrow under the Escrow Agreement); and

(ii) all right, title and interest of LPRI in, to and under (x) that certain Funding Agreement dated January 23, 2004 ("Funding Agreement") between Lincoln Park, Inc., and the United States of America acting by and through the Assistant United States Attorney for the District of Rhode Island (the "Government") and (y) that certain Escrow Agreement dated January 23, 2004 (the "Escrow Agreement") among Lincoln Park, Inc., the Government and Wachovia Bank, National Association (the Funding Agreement and Escrow Agreement collectively referred to herein as the "Agreements").

3. The Distributed Assets are distributed, transferred, assigned, and otherwise conveyed in their existing condition and location, "as is", "where is", "and with all faults" and by such additional deeds, bills of sale, endorsements, assignments and other instruments of conveyance as the parties shall determine in form and substance satisfactory to the parties.

4. Any transfer, sales or use, or recording, or related fees, taxes, or other expenses or charges (including but not limited to reasonable out-of-pocket expenses incurred in connection with this Agreement) shall be borne exclusively by UTGR. Additionally, any refunds for transfer taxes paid in connection with the transactions hereunder at or prior to the consummation of the sale of the entire issued and outstanding capital stock of Wembley, Inc. to BLB Worldwide Holdings, Inc. (the "Wembley Sale") that are received following the consummation of the Wembley Sale will be for the account of LPRI and Wembley plc and such refunds shall be deemed Retained Assets hereunder, and any such refunds in respect of amounts paid after the closing of the Wembley Sale shall be for the account of UTGR and shall constitute Distributed Assets hereunder. For the avoidance of doubt, no such refund or expected refunds shall be taken into account for purposes of Section 2.3 of the Stock Purchase Agreement (as amended), dated as of February 7, 2005, by and among BLB Investors, L.L.C., BLB Worldwide Holdings, Inc., Wembley plc, Wembley Holdings Ltd. and Wembley, Inc. (the "Stock Purchase Agreement").

5. UTGR shall maintain all records and information relating to the operations of Lincoln Park, Inc. (predecessor-in-interest to LPRI) until thirty (30) days following the expiration of any statute of limitations relating to state or federal income tax for the periods ending on or before the date hereof, and shall provide LPRI and its attorneys, accountants and other representatives reasonable access to such records and information including the making of copies of such records and information, provided that such access shall not unduly disrupt the normal operations of the business of UTGR. In addition UTGR shall provide reasonable assistance to LPRI with respect to any financial, accounting and/or tax inquiries relating to periods ending on or before the date hereof.

6. From time to time without any consideration, the parties will execute and deliver, or arrange for the execution and delivery of, such other instruments of conveyance and transfer and take such other action or arrange for such other actions as may reasonably be requested by UTGR to more effectively complete any of the transactions provided for in this Agreement. LPRI hereby irrevocably appoints UTGR as its agent, proxy, and attorney-in-fact, with full power of substitution, for the purpose of acting, in the discretion of UTGR, in the name of LPRI and on behalf of LPRI in executing and delivering any instrument of conveyance or taking any action to more effectively complete or otherwise in furtherance of the transactions provided for in this Agreement.

7. This Agreement shall be binding upon and shall inure to the exclusive benefit of the parties hereto and their respective successors and assigns. Except as otherwise expressly provided in this Agreement, this Agreement is not intended to, nor shall it, create any rights in any person other than the parties hereto and their respective successors and assigns.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island without regard to principles of conflicts of law.

9. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

10. Notwithstanding anything herein to the contrary, the transactions contemplated by this Agreement shall be effective and conditioned upon Wembley plc shareholder approval of the transaction contemplated by the Stock Purchase Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.  
LPRI, LLC

By:   
Name: Michael Cardello  
Title: Manager

UTGR, INC.

By:   
Name: Michael Cardello  
Title: Secretary