From-RUTAN & TUCKER LLP 714-546-9035 T-033 P.04/04 U.S. DEPARTMENT OF COMMERCE OMB Collection 0651-0027 (exp. 6/30/2008) United States Patent and Trademark Office RECORDATION FORM COVER SHEET TRADEMARKS ONLY To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below. Name of conveying party(ies): 2. Name and address of receiving party(ies) NS Holdings, LLC Yeş Additional names, addresses, or citizenship attached? ⊠ No. Name. Blade Capital Management, LLC Internati ☐ Individual(s) ☐ Association Address: General Partnership Limited Partnership Street Address: 15 Enterprise, Suite 550 Corporation- State: \_\_ City: Aliso Viejo Other limited liability company State: CA Citizenship (see guidelines) California Country: USA \_\_\_\_Zip: <u>92656</u> Additional names of conveying parties attached? 🔲 Yes 🔯 No. Association Citizenship Nature of conveyance )/Execution Date(s) : General Partnership Citizenship Execution Date(s) <u>June 2, 2006</u> Limited Partnership Citizenship Corporation Citizenship **⊠**Assignment Merger limited liability Security Agreement Other <u>company</u> ☐Change of Name \_ Citizenship <u>Delaware</u> if assignee is not domiciled in the United States, a domestic (Designations must be a separate document from assignment) 4. Application number(s) or registration number(s) and identification or description of the Trademark. A Trademark Application No.(s) B. Trademark Registration No.(s) 78/597977 Additional sheet(s) attached? C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): **BLADE CAPITAL MANAGEMENT** 5. Name & address of party to whom correspondence 6. Total number of applications and 1

Name: <u>Susan Bar</u>	ricella, Rutan & Tucker, LLP	registrations involved: 1		
Internal Address:		7. Total fee (37 CFR 2.6(b)(6) & 3.41 ) \$ 40.00  Authorized to be charged by credit card		
Street Address. 611 Anton Blvd., Suite 1400		Authorized to be charged to deposit account  Enclosed		
City: Costa Mesa		8. Payment Information		
State: CA	Zio: 92626	2 Crodit Coast   Land Call		

 a. Credit Card Last 4 Numbers \_\_\_\_ Expiration Date b. Deposit Account Number 502191

Authorized	User Name	Susan Barri	<u>c</u> ella
	July 13. 2	2006	

	\$ignativine	Date	
Susan Barricetta	<u> </u>	Total number of pages including cover	
	Name of Person Signing	sheet, attachments, and document	3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

American LegalNet, inc.

Phone Number: 714-641-5100

Fax Number: 714-546-9035

Email Address: 9. Signature:

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered into this Zajiay of June, 2006, by and between NS Holdings LLC ("Assignor"), a California limited liability company having its principal place of business at 15 Enterprise, Suite 550, Aliso Viejo, CA 92656, USA and Blade Capital Management, LLC ("Assignee"), a Delaware limited liability company having its principal place of business at 15 Enterprise, Suite 550, Aliso Viejo, CA 92656.

WHEREAS, Assignor owns the entire right, title and interest in and to U.S. Trademark Application Serial No. 78/597977 (the "Application") for the mark BLADE CAPITAL MANAGEMENT (the "Trademark"); and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, the entire right, title and interest in and to the trademark, together with its corresponding Application and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, hereby agree as follows:

- 1. Assignor hereby transfers, assigns, sets over and conveys to Assignee, the entire right, title and interest in and to the Trademark, the Application, and resulting registration therefor, as the successor to that portion of Assignor's business to which the Trademark pertains, along with all goodwill associated therewith.
- Assignor hereby authorizes and requests that the U.S. Commissioner for Trademarks record Assignee as the owner of the Application.

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- 3. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.
- 4. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

IN WITNESS WHEREOF, the parties have caused this executed this Assignment Agreement to be executed by their duly authorized representatives as of the date first written above.

**ASSIGNOR** 

NS Holdings LLC

Craig Quinher, Manager

**ASSIGNEE** 

Blade Capital Management, LLC

Craig Cunther, President

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RECORDED: 07/14/2006

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