



**ASSIGNMENT AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** (the "Agreement") is entered into this 2nd day 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.

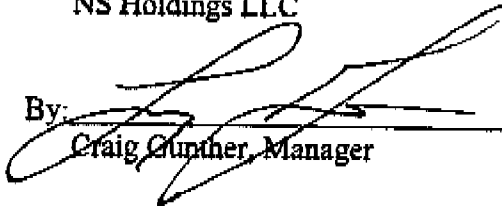
2. Assignor hereby authorizes and requests that the U.S. Commissioner for Trademarks record Assignee as the owner of the Application.

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.

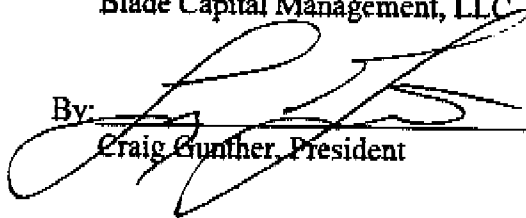
4. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or 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

By:   
Craig Gunther, Manager

**ASSIGNEE**  
Blade Capital Management, LLC

By:   
Craig Gunther, President