

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Northern Management, LLC		10/31/2006	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Light Group, LLC		
<b>Street Address:</b>	4230 South Decatur Boulevard, Suite A		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89103		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2885145	CARMEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(702)949-8398		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7029498200		
<b>Email:</b>	trademarks-lasvegas@lrlaw.com		
<b>Correspondent Name:</b>	W. West Allen, Esq., Lewis and Roca LLP		
<b>Address Line 1:</b>	3993 Howard Hughes Parkway, Suite 600		
<b>Address Line 4:</b>	Las Vegas, NEVADA 89169		
<b>ATTORNEY DOCKET NUMBER:</b>	46677.4		
<b>NAME OF SUBMITTER:</b>	W. West Allen		
<b>Signature:</b>	/W. West Allen/		
<b>Date:</b>	11/09/2006		

CH \$40.00 2885145

**Total Attachments: 4**

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## ASSIGNMENT

This assignment (the "Agreement") is between Northern Management, LLC, a Nevada limited liability company located at 3600 South Las Vegas Boulevard, Las Vegas, Nevada 89109 ("Assignor") and The Light Group, LLC, a Nevada limited liability company located at 4230 South Decatur Boulevard, Suite A, Las Vegas, Nevada 89103 ("TLG") and is effective as of the last date it is signed by either party below (the "Effective Date"). Assignor and TLG may be referred to herein as a "Party" or collectively as the "Parties."

## RECITALS

1. Assignor owns all common law and statutory rights in and to the trademark (the "Trademark") and the applications/registrations (the "Filings") listed in Exhibit A.
2. TLG desires to acquire, and Assignor desires to assign, all of Assignor's right, title and interest in and to the Trademark and the Filings.

In consideration of the foregoing and the mutual promises, covenants and conditions set forth below, the Parties agree as follows:

## AGREEMENT

### 1. ASSIGNMENT OF RIGHTS.

(a) Assignor agrees to and hereby assigns to TLG all worldwide right, title and interest in and to the Trademark and the Filings. Assignor further agrees to and hereby assigns to TLG all claims and causes of action arising out of or related to past, present or future infringement or misappropriation of the Trademark and related remedies, including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the Trademark and collect damages therefor.

(b) Assignor agrees to and hereby assigns to TLG any and all of Assignor's future rights, titles and interests that may vest in Assignor, on or after the Effective Date of this Agreement, in and to Trademark that is developed by Assignor or that is developed by agents of the Assignor.

### 2. FURTHER ASSURANCES.

(a) Assignor agrees that, at any time and from time to time, it or its agents will promptly execute and deliver all further instruments and documents, and take all further action at the request of TLG that may be necessary to implement, perfect or record the transfer contemplated by this Agreement. In the event an authorized representative of Assignor is not readily available to sign subsequent documentation implementing this Agreement, Assignor hereby grants TLG a limited Power of Attorney to execute such documentation on its behalf.

(b) Assignor agrees to cooperate with and assist TLG in TLG's obtaining, enforcing and defending its rights in the Trademark and the Filings.

3. **REPRESENTATIONS AND WARRANTIES.**

Assignor hereby represents and warrants that it is the sole owner of the Trademark and the Filings, that the Trademark does not infringe the rights of any third parties, and that it has received no inquiries, complaints, or demands arising out of claims that the Trademark infringes the rights of third parties.

4. **GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of Nevada, without regard to choice of law principles, except when federal law applies, in which case federal law shall control.

5. **SEVERABILITY.**

If any provision of this Agreement is deemed invalid in any jurisdiction, the provision shall be deemed modified in that jurisdiction to the extent necessary to make it valid, or if it cannot be so modified, then severed. The remainder of this Agreement shall continue in full force and effect as if the Agreement had been signed without the modified or eliminated provision.

6. **NOTICES.**

All notices and statements to be given hereunder shall be given or made to the addresses set forth below and shall be deemed received on the date of transmission, if sent via facsimile, or three days after mailing, if mailed via Certified Mail or Registered Mail, postage prepaid:

If to Assignor:

Northern Management, LLC  
4230 South Decatur Boulevard, Suite A  
Las Vegas, Nevada 89103  
Attn: Andy Masi  
Facsimile: (702) 693-8310  
Email: [AMasi@lightlv.com](mailto:AMasi@lightlv.com)

If to TLG:


Andy Masi  
The Light Group, LLC  
4230 South Decatur Boulevard, Suite A  
Las Vegas, Nevada 89103  
Facsimile: (702) 693-8310  
Email: [AMasi@lightlv.com](mailto:AMasi@lightlv.com)

With a copy to:


Leanne Dodds-Eastman, Esq.  
Lewis and Roca LLP  
3993 Howard Hughes Parkway, Suite 600  
Las Vegas, Nevada 89169  
Facsimile: (702) 949-8372  
Email: LDodds-Eastman@LRLaw.com

By their execution below, the Parties hereto have agreed to all of the terms and conditions of this Agreement and waive the right to challenge the validity or effectiveness of this Agreement.

NORTHERN MANAGEMENT, LLC

By:   
Name: ANDREW SESSOU  
Its: MANAGEMENT MEMBER  
Date: 10/31/2006

THE LIGHT GROUP, LLC

By:   
Name: ANDREW SESSOU  
Its: MANAGEMENT MEMBER  
Date: \_\_\_\_\_

**EXHIBIT A  
TRADEMARK**

**Mark: CAMEL**

**Goods/Services: Nightclub services; Restaurant services**

**Filings: U.S. Federal Trademark Registration No. 2885145**