

02-22-2007

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Electronic Version v1.1

Stylesheet Version v1.1

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

Address Line 4: Las Vegas, NEVADA 89169

ATTORNEY DOCKET NUMBER:

46677.4

NAME OF SUBMITTER:

W. West Allen

Signature:

/W. West Allen/

Date:

11/09/2006

Total Attachments: 4

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RECEIPT INFORMATION

ETAS ID: TM69374

Receipt Date: 11/09/2006

Fee Amount: \$40

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

~~02/05/2007~~
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SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the first page of the Assignment document previously recorded on Reel 003425 Frame 0391. Assignor(s) hereby confirms the change to Item 1 of the Recitals.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Northern Management, LLC		10/31/2008	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	The Light Group, LLC
Street Address:	4230 South Decatur Boulevard, Suite A
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89103
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2885145	CARAMEL

CORRESPONDENCE DATA

Fax Number: (702)949-8398
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 702-949-8200
 Email: trademarks-lasvegas@lrlaw.com
 Correspondent Name: W. West Allen, Lewis and Roca LLP
 Address Line 1: 3993 Howard Hughes Parkway, Suite 600
 Address Line 4: Las Vegas, NEVADA 89169

ATTORNEY DOCKET NUMBER:	46677.4
NAME OF SUBMITTER:	W. West Allen
Signature:	/W. West Allen/

CH \$40.00 2885145

TO: W. WEST ALLEN, LEWIS AND ROCA LLP COMPANY: 3993 HOWARD HUGHES PARKWAY, SUIT

Date:

02/05/2007

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

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


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

THE LIGHT GROUP, LLC

By: 
Name: ANDREW SLESSOR
Its: MANAGING MEMBER
Date: 10/31/2006

By: 
Name: ANDREW SLESSOR
Its: MANAGING MEMBER
Date: _____

**EXHIBIT A
TRADEMARK**

Mark: CAMEL

Goods/Services: Nightclub services; Restaurant services

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

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, including the goodwill symbolized thereby (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.

CARAMEL

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(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.

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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

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

TO: W. WEST ALLEN, LEWIS AND ROCA LLP COMPANY: 3993 HOWARD HUGHES PARKWAY, SUIT

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

THE LIGHT GROUP, LLC

By: _____
Name: Andrew S. Jensen
Its: NORTHERN MANAGEMENT
Date: 2/3/2006

By: _____
Name: ANDREW JENSEN
Its: MANAGING MEMBER
Date: _____

**EXHIBIT A
TRADEMARK****Mark: CAMEL****Goods/Services: Nightclub services; Restaurant services****Filings: U.S. Federal Trademark Registration No. 2885145**

CAMEL

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