

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RJM Holdings, Inc.	FORMERLY Poseidon Enterprises, Inc.	04/10/2007	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	New Poseidon Enterprises, L.L.C.		
Street Address:	3516 Green Park Circle		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28217		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3038035	POSEIDON	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919 286-8049		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	030322.7ASSIGN-T POSEIDON		
NAME OF SUBMITTER:	John E. Slaughter		
Signature:	/John E. Slaughter/		

OP \$40.00 3038035

Date:

04/11/2007

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective as of October 23, 2006, is by and between RJM Holdings, Inc., formerly known as Poseidon Enterprises, Inc. ("Assignor"), a North Carolina corporation, and New Poseidon Enterprises, L.L.C. ("Assignee"), a Delaware limited liability company, with a principal place of business at 3516 Green Park Circle, Charlotte, North Carolina 28217.

WHEREAS, Assignor is the sole and exclusive owner of the unencumbered right, title, and interest in and to the trademark(s) and/or trademark application(s) identified in Schedule A hereto (hereinafter "Trademarks"), the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto; and

WHEREAS, Assignor desires to transfer its right, title and interest in and to said Trademarks to Assignee and Assignee desires to acquire Assignor's right, title, and interest in and to said Trademarks, the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby:

1. Assignor hereby irrevocably grants, sells, transfers, conveys, assigns and sets over to Assignee, its successors and assigns, free of all encumbrances, the entire right, title, and interest in perpetuity in and to the Trademarks in the United States and worldwide, including: (a) the goodwill of the business associated with and symbolized by said Trademarks and that portion of Assignor's business which pertains to any pending intent-to-use applications filed pursuant to Section 1(b) of the United States Trademark Act (15 U.S.C. § 1051, *et seq.*), (b) all rights appurtenant thereto, including, but not limited to, (i) all registrations, applications, domain names, and common law rights, if any, all rights to apply and rights of priority to apply for registration, all causes of action, the right to enforce the rights to said Trademarks through oppositions or other legal or administrative proceedings, (ii) the rights to all income derived from said Trademarks, including the right to all unpaid royalties with respect to the use of any such Trademarks, and (iii) any and all interests, claims, and rights for damages, profits, and other awards by reason of any past infringement, unauthorized use, dilution, misappropriation, or other violation of the Trademarks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Trademarks, use of confusingly similar marks or names by others and all other related causes of action, and the right to sue therefore, for Assignee's own use and behalf and for the use and behalf of its successors and assigns or other legal representatives; said Trademarks to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Assignor hereby covenants with Assignee that Assignor is the sole lawful owner of the aforesaid rights, and that Assignor has good right to sell and transfer the same to Assignee. Assignor agrees to indemnify Assignee for any third party claim of rights to the Trademarks, related goodwill, and any rights appurtenant thereto.
3. Assignor agrees, at the request and expense of Assignee, to perform such proper additional acts, and to execute such additional documents, (a) as are deemed necessary by Assignee or by the governmental agencies having jurisdiction over said Trademarks to effect the transfer of all of Assignor's right, title and interest in and to the Trademarks and the rights appurtenant thereto to Assignee, its successors and assigns, (b) for maintaining and perfecting the Assignee's rights to the Trademarks, and (c) as may be or become necessary for obtaining,

maintaining, or protecting said Trademarks. In furtherance thereof, Assignor hereby authorizes such governmental agencies to identify Assignee as the owner of all registered trademarks issuing from applications pending among said Trademarks.

4. This Assignment constitutes the entire agreement between the parties relating to the assignment of the Trademarks; this Assignment supersedes any prior oral or written agreement or understanding between the parties relating to the Trademarks' assignment.


5. The United States Trademark Law and the laws of the State of Delaware, U.S.A., relating to contracts made and to be performed in the State of Delaware will govern the construction, operation and enforcement of this Assignment; and any action or proceeding based on this Assignment or arising out of its performance must be brought in a Federal or State Court of competent jurisdiction in Delaware and in no other jurisdiction. The United Nations Convention on the International Sale of Goods does not apply to this Assignment.

[signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee executed this Assignment on the date(s) set forth below.

ASSIGNOR: RJM HOLDINGS, INC.


Signature:


Richard J. LaVecchia, III
President

Date: April 10, 2007

ASSIGNEE: NEW POSEIDON ENTERPRISES, L.L.C.

Signature:


Richard J. LaVecchia, III
Chief Executive Officer

Date: April 10, 2007

Schedule A
Trademark(s)/Application(s)

Issued Trademarks

Country	Mark	Reg. No.	Reg. Date
U.S.A.	POSEIDON	3,038,035	January 3, 2006

Pending Applications

Country	Mark	Appl. No.	Filing Date
n/a	n/a	n/a	n/a