

**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>
TERRISOL CORP.		04/17/2007	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KARSTEN AMERICA CORP.		
<b>Street Address:</b>	254 FIFTH AVE.		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2965330	LUXURY SUITE	
Registration Number:	2855732	THE ROYAL COMPANY	
Registration Number:	2143526	TERRISOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(505)247-4610		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	VARNER@MRTRADEMARK.COM		
<b>Correspondent Name:</b>	J. STRAHL		
<b>Address Line 1:</b>	PO BOX 507		
<b>Address Line 4:</b>	ALBUQUERQUE, NEW MEXICO 87103-0507		
<b>NAME OF SUBMITTER:</b>	JAHNET RUEDIGER		
<b>Signature:</b>	/JAHNET RUEDIGER/		
<b>Date:</b>	04/17/2007		

OP \$90.00 2965330

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

This Agreement is by and between TERRISOL CORP ("Assignor")  
and KARSTEN AMERICA CORP ("Assignee").

WHEREAS, Assignor, is the owner of that certain trademark identified as follows: Luxury Suite 2965338/The Royal Company 2858732/TERRISOL 2143526 the "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark,

NOW, the parties agree as follows:

**1. Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights) in and to the Trademark.

**2. Consideration.** In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$ 1.00, payable on APRIL 11, 2007

**3. Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

**4. Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

**5. Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

**6. Amendment.** This Agreement may be amended only by a writing signed by both parties.

**7. Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.


**8. Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

**9. Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of **NEW YORK**.

Date: APRIL 11, 2007

ASSIGNEE

JANNEY RUEDTGER

  
\_\_\_\_\_  
Signature

KARSTEN AMERICA CORP.

\_\_\_\_\_  
Printed Name

ASSIGNOR

DARLAN HIRENKAUF

  
\_\_\_\_\_  
Signature

TERRISOL CORP

\_\_\_\_\_  
Printed Name