

TRADEMARK ASSIGNMENT

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
KB Holdings, LLC		04/27/2007	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	LARIDEL PARTICIPATIONS SA		
Street Address:	241 route de Longwy		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-1941		
Entity Type:	JOINT STOCK COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78876116	THE BILLIONAIRE CLUB BC	
Serial Number:	78631606	THE BILLIONAIRE CLUB	
Serial Number:	76548450	THE BILLIONAIRE CLUB	
CORRESPONDENCE DATA			
Fax Number:	(312)360-6598		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-360-6000		
Email:	agoldstein@freebornpeters.com		
Correspondent Name:	Andrew L. Goldstein		
Address Line 1:	311 S. Wacker Dr.		
Address Line 2:	Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	24807-0001		

CH \$90.00 78876116

DOMESTIC REPRESENTATIVE

900078604

**TRADEMARK
 REEL: 003555 FRAME: 0876**

Name: Andrew L. Goldstein
Address Line 1: 311 S. Wacker Dr.
Address Line 2: Suite 3000
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Andrew L. Goldstein
Signature:	/alg/
Date:	06/06/2007

Total Attachments: 8
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Article I. TRADEMARK and DOMAIN NAME ASSIGNMENT AGREEMENT

by and between

KB HOLDINGS, LLC

an Illinois limited liability company, with an address at Suite 295, 640 North LaSalle, Chicago, Illinois 60610 USA

hereinafter referred to as "Assignor"

and

LARIDEL PARTICIPATIONS SA, a Luxemburg joint stock corporation, with an address at 241 route de Longwy, L-1941 Luxembourg, Grand Duchy of Luxembourg

hereinafter referred to as "Assignee"

- A. WHEREAS Assignor has adopted and is using, or has a bona fide intent to use, the marks listed on Schedule A, attached hereto and incorporated herein, which are registered, or registration has been applied for, in the United States Patent and Trademark Office, and the marks listed on Schedule B, attached hereto and incorporated herein, which are registered, or registration has been applied for, in trademark offices foreign to the United States (hereinafter collectively referred to as the "Marks");
- B. WHEREAS Assignor is the owner of the domain name billionaireclub.com that is registered with Network Solutions (the "Domain Name");
- C. WHEREAS Assignor desires to assign and transfer all of its right, title and interest in and to the Marks and the Domain Name (collectively, the "Properties") to Assignee; and
- D. WHEREAS Assignee is desirous of acquiring all right, title and interest in and to said Properties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective as of the date hereof, Assignor hereby sells, assigns and transfers unto Assignee the whole ownership of the Properties, including all rights, title and interest in and to the Marks, along with each of the following:
 - a) the goodwill associated with and symbolised by the Marks;
 - b) any intent-to-use applications, as part of the entire business to which the Marks pertain as required by §15 U.S.C. 1060;
 - c) all rights to proceeds of the foregoing, including any claim any and all causes of action, claims, demands, or other rights occasioned from or because of any and all past infringements of said Properties, together with the right in Assignee to sue and recover therefore, including the right to bring suit in its own name.
- 2.1 Assignor warrants to Assignee that the Properties and any part thereof are free from any pledge, mortgage, security interest, lien or other encumbrance, licence (whether registered or not) or franchise.
- 2.2 Assignor warrants that no claims, actions, proceedings, arbitrations or investigations initiated by third parties are pending or threatened against or relating to any of the Properties, which could lead to the (total or partial) annulment of any of the Properties, or which could impair their scope of protection or their value.
3. Assignor covenants not to use the Marks in any jurisdiction, apply for registration or use, in any manner whatsoever, any trademark, trade name, company name or any other sign similar to the Marks in any jurisdiction.
4. In case that due to the laws of any jurisdiction in which one or several of the Marks are registered or applied for, it is not possible to assign and transfer the respective Marks to Assignee (e.g. because in such jurisdiction a trademark cannot be transferred without the related business), Assignor hereby grants to Assignee an irrevocable and perpetual exclusive and royalty-free licence to use the respective Marks in such jurisdiction.
- 5.1 Assignor shall at any time if and when required by Assignee, execute and do all such deeds, documents and things as may reasonably be necessary or desirable both to secure the vesting in Assignee herewith and to assist him in the resolution in any question concerning the Properties.
- 5.2 Assignor undertakes to perform all measures and acts and execute and deliver all written instruments and declarations required in order to give full effect to or to complete the assignment and transfer of all the Properties in all jurisdictions, including but not limited to, the issuance of confirmations of assignment of one or several of the Marks and any other document or act necessary for Assignee as owner of the Marks in the trademarks registers of those jurisdictions in which such registration is legally required or deemed necessary or



desirable by Assignee in order to enable Assignee to exercise and enforce all rights and benefits connected with the Marks.

- 5.3 In particular, Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue trademark and service mark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.
- 5.4 Assignor also agrees to deliver, at its own costs, to Assignee a signed, dated, and fully notarized original Registrant Name Change Agreement in a form acceptable to Network Solutions, and to take all other necessary steps to transfer the Domain Name to Assignee.
- 5.5 With exception to the documents mentioned under Sections 5.3 and 5.4 above, the costs incurred in connection with the measures, written instruments or declarations mentioned under Section 5.2 above, including the fees for the registrations of Assignee as owner of the Properties shall be borne exclusively by Assignee.
- 6.1 Accordingly, Assignee hereby covenants to pay to Assignor a global consideration of GBP ds).
- 6.2 Payment shall be made upon execution of this Agreement by :
7. All powers are given to BUGNION SA, 10, rte de Florissant, CH-1206 Genève, Switzerland, to proceed with the registration of the transfer of all the Properties in the corresponding registers.
8. This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreement, understanding or assurance between the Parties relating to the subject matter of this Agreement.
9. Subject to Section 5.5, all taxes and other duties arising in connection with the conclusion and completion of this Agreement shall be exclusively borne by the Party which is liable for such taxes and duties by law.
10. Should any provision of this Agreement be or become invalid, the other provisions shall not be affected and the Parties shall use their reasonable endeavours to reach agreement to have the invalid provision replaced by a valid arrangement which comes as close as possible to the purpose of the invalid provision and to the intention of the Parties related to such provision.



11. Except if applicable law or this Agreement require the exercise of a right within a certain period of time, no delay on the part of the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver or partial exercise on the part of the Parties on any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege which is not precluded by this Agreement.
12. This Agreement shall become effective on the day the last party to sign has executed it.
13. This Agreement is binding upon the Parties, their respective subsidiaries and affiliates, and on their respective successors, licensees and assigns.
14. Modification of any provision of this Agreement may only be made in writing and signed by duly authorised officers of both Parties.
15. This Agreement shall be governed by, and construed in accordance with, the laws of Switzerland, without giving effect to conflict of law principles.
16. Any dispute arising with respect to or in connection with this Agreement, including disputes on its conclusion, binding effects, amendment and termination, shall be finally decided by the competent Court of Geneva, Switzerland.

IN WITNESS THEREOF, the Parties hereto by officers duly authorised, have executed this Agreement.

KB HOLDINGS, LLC (Assignor)

Date

April 27, 2007

Signature(s)

Name(s)

Title(s)

Kevin Berg
Chairman

LARIDEL PARTICIPATIONS SA (Assignee)

Date

Signature(s)

Name(s)

Title(s)

Maria P. De Fusco

State of Illinois)
County of Kendall)) SS



On this 27th day of April, 2007 before me appeared
Kevin Berger, the person who signed
this instrument, who acknowledged that he/she signed it on behalf
of the Assignor and pursuant to authority duly received.

Julie Crabtree
Notary Public

SCHEDULE A
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Status	Application Number/Date Class(es)	Registration Number/Date
THE BILLIONAIRE CLUB	Allowed	76/548,450 43 Int. 02-Oct-2003	
THE BILLIONAIRE CLUB	Allowed	78631606 41 Int., 43 Int. 17-May-2005	
THE BILLIONAIRE CLUB BC	Published	78876116 41 Int., 43 Int. 04-May-2006	

SCHEDULE B
FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Status Country Name	Application Number/Date Class(es)	Registration Number/Date
THE BILLIONAIRE CLUB	Pending China (Peoples Republic)	855985 41 Int., 43 Int.	
THE BILLIONAIRE CLUB	Pending Egypt	192265 26-Sep-2006	
THE BILLIONAIRE CLUB	Pending Egypt	192266 43 Int. 26-Sep-2006	
THE BILLIONAIRE CLUB	Registered European Community*	855985 41 Int., 43 Int. 17-May-2005	855985
	*Covers: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom		
THE BILLIONAIRE CLUB	Pending India	1487012 14-Sep-2006	
THE BILLIONAIRE CLUB	Pending India	1487011 43 Int. 14-Sep-2006	
THE BILLIONAIRE CLUB	Pending Japan	855985 41 Int., 43 Int.	
THE BILLIONAIRE CLUB	Pending Macao	N/24156 41 Int. 12-Sep-2006	
THE BILLIONAIRE CLUB	Pending Macao	N/24158 43 Int. 12-Sep-2006	
THE BILLIONAIRE CLUB	Pending Madrid Protocol	855985 41 Int., 43 Int.	
THE BILLIONAIRE CLUB	Pending Thailand	640057 25-Sep-2006	
THE BILLIONAIRE CLUB	Pending Thailand	640058 43 Int. 25-Sep-2006	
THE BILLIONAIRE CLUB BC	Pending Egypt	192263 26-Sep-2006	
THE BILLIONAIRE CLUB BC	Pending Egypt	192264 43 Int. 26-Sep-2006	

Trademark	Status Country Name	Application Class(es) Number/Date	Registration Number/Date
THE BILLIONAIRE CLUB BC	Pending India	1487016 14-Sep-2006	
THE BILLIONAIRE CLUB BC	Pending India	148015 43 Int. 14-Sep-2006	
THE BILLIONAIRE CLUB BC	Pending Japan	893328 07-Aug-2006	
THE BILLIONAIRE CLUB BC	Pending Macao	N/24155 41 Int. 12-Sep-2006	
THE BILLIONAIRE CLUB BC	Pending Macao	N/24157 43 Int. 12-Sep-2006	
THE BILLIONAIRE CLUB BC	Registered Madrid Protocol	893328 41 Int., 43 Int. 07-Aug-2006	893328 07-Aug-2006
THE BILLIONAIRE CLUB BC	Pending Thailand	640059 25-Sep-2006	
THE BILLIONAIRE CLUB BC	Pending Thailand	640060 43 Int. 25-Sep-2006	