

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
Vertical Alliance, Inc.		10/31/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Flash Seats Vertical Alliance LLC		
Street Address:	18111 Preston Road, Suite 300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75252		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76152944	VERTICAL ALLIANCE	
Serial Number:	76153192	VERTICAL TRACKER	
Serial Number:	76275392	FAN TRACKER	
Serial Number:	78973239	VAST	
CORRESPONDENCE DATA			
Fax Number:	(248)566-8533		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248566-8532		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Jennifer Sheehan Anderson		
Address Line 1:	38500 Woodward Ave., Suite 100		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	203628-114552		
NAME OF SUBMITTER:	Jennifer Sheehan Anderson		

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Signature:	/Jennifer Sheehan Anderson/
Date:	11/08/2007
Total Attachments: 4 source=VA Trademark Assignment#page1.tif source=VA Trademark Assignment#page2.tif source=VA Trademark Assignment#page3.tif source=VA Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") shall be deemed made and entered into as of the 31st day of October, 2007 ("Effective Date"), by and between Vertical Alliance, Inc., a Delaware corporation ("Assignor"), and Flash Seats Vertical Alliance LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the even date herewith (the "Asset Purchase Agreement") pursuant to which Assignor has agreed to sell, transfer and deliver to Assignee the Assets (as defined in the Asset Purchase Agreement);

WHEREAS, in connection with the transactions contemplated thereby, the Asset Purchase Agreement provides that Assignor shall assign to Assignee the Trademarks (as defined below);

WHEREAS, Assignor is the owner of all rights, title and interest in the Trademarks listed on Exhibit A along with the goodwill associated therewith (collectively, the "Trademarks"); and

WHEREAS, Assignor is desirous of assigning its entire right, title and interest along with the goodwill associated with the Trademarks and Assignee is desirous of obtaining all right, title and interest along with the goodwill associated with the Trademarks.

NOW, THEREFORE, in consideration of the foregoing Assignor hereby assigns its entire worldwide right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Trademarks are used, including all registrations and applications therefore, as well as all renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, including, without limitation, all claims for damages by reason of past, present and future infringement or other unauthorized use of the Trademarks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

1. Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and perfection of this Assignment.

2. This Assignment is executed and delivered pursuant to and made subject to and with the benefit of the representations, warranties, covenants, terms, conditions and other provisions of the Asset Purchase Agreement. In the event of a conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

3. This Assignment may be executed in counterparts, both of which taken together shall constitute one instrument. Signatures of the parties transmitted by facsimile or electronically shall be deemed to be their original signatures for all purposes.

[Remainder of page intentionally left blank]

TRADEMARK ASSIGNMENT AGREEMENT

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IN TESTIMONY WHEREOF, the undersigned, duly authorized, has caused this Assignment to be executed.

ASSIGNOR

Vertical Alliance, Inc.

Date: Oct 31, 2007

By: Sandra R. Moore

Name: Sandra R. Moore

Title: CEO

ASSIGNEE

Flash Seats Vertical Alliance LLC

Date: _____

By: _____

Name: _____

Title: _____

IN TESTIMONY WHEREOF, the undersigned, duly authorized, has caused this Assignment to be executed.

ASSIGNOR

Vertical Alliance, Inc.

Date: _____

By: _____

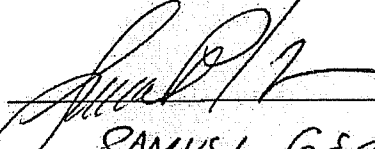
Name: _____

Title: _____

ASSIGNEE

Flash Seats Vertical Alliance LLC

Date: OCTOBER 31, 2007

By:  _____

Name: SAMUEL GERACE

Title: CEO

Exhibit A

United States Trademarks

Mark	Serial Number	Status
VERTICAL ALLIANCE	76152944	Registered
VERTICAL TRACKER	76153192	Registered
FAN TRACKER	76275392	Registered
VAST	78973239	Application