

**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>
Tail, Inc.		01/02/2008	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Great Circle Venture Holdings, LLC		
<b>Street Address:</b>	21 Little Comfort Road		
<b>City:</b>	Savannah		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	31411		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1096819	TAIL	
Registration Number:	1634079	TAIL	
Registration Number:	2647026	TAIL 2	
Registration Number:	3236772	TAIL TECH	
Registration Number:	2336031	DRESS FOR THE GAME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(912)236-4936		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	912-236-0261		
<b>Email:</b>	trademark@huntermaclean.com		
<b>Correspondent Name:</b>	Andrew Gaunce		
<b>Address Line 1:</b>	200 E. Saint Julian Street		
<b>Address Line 4:</b>	Savannah, GEORGIA 31401		
<b>ATTORNEY DOCKET NUMBER:</b>	16315-3		

OP \$140.00 1096819

NAME OF SUBMITTER:	Andrew Gaunce
Signature:	/s/ Andrew Gaunce
Date:	01/17/2008
Total Attachments: 5 source=Tail Assignment#page1.tif source=Tail Assignment#page2.tif source=Tail Assignment#page3.tif source=Tail Assignment#page4.tif source=Tail Assignment#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment") is effective as of this 2nd day of January, 2008 ("Effective Date") by Tail, Inc. a Florida corporation ("Assignor") to and in favor of Great Circle Ventures Holdings, LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor, Assignee and the shareholders of Assignor are parties to that certain Asset Purchase Agreement dated as of December 14, 2007 (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in any jurisdiction throughout the world in and to all of the intellectual property forming part of the acquired assets, including, without limitation, any and all of the Assignor's: trademarks, service marks, trade dress, logos, slogans, trade names (including, but not limited to, the word marks and designs depicted in Exhibit A attached hereto) and domain names (including, but not limited to, the domain names listed in Exhibit B attached hereto), together with all common law rights, the goodwill associated therewith, and applications, registrations and renewals in connection therewith (all of the foregoing hereinafter referred to as the "Intellectual Property").

**NOW, THEREFORE**, for \$10.00 (US) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Intellectual Property for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for 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.

Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entity or agency in any applicable foreign country, to record, as applicable, Assignee as the Assignee and owner of the Intellectual Property.

Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation),

requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Intellectual Property and this Assignment; and (3) obtaining by Assignee any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

ASSIGNOR:

Tail, Inc.

By: *Andrew Varat*

Name: Andrew Varat

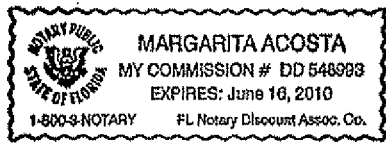
Title: President and Chief Executive Officer

STATE OF Florida )  
COUNTY OF Miami Dade )

SS:

The foregoing Assignment was acknowledged before me this 27<sup>th</sup> day of Dec., 2007 by Andrew Varat, the President and Chief Executive Officer of Tail, Inc., a Florida corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

Notary: *Margarita Acosta*  
Print Name: MARGARITA ACOSTA



[NOTARIAL SEAL]  
Notary Public, State of Florida  
My commission expires: 6/16/2010

**EXHIBIT A**

**TRADEMARKS AND DESIGNS**

**SCHEDULE 3.13  
REGISTERED INTELLECTUAL PROPERTY**

1. US registration of New Tail logo trademark. USPTO Reg. No. 1,096,819. Int. Cl. 25. Prior US Cls. 39. Registered July 18, 1978. Renewed July 18, 1998. Expires July 18, 2008.
2. US registration of old Tail logo trademark. USPTO Reg. No. 1,634,079. Int. Cl. 25. Prior US Cls. 3, 39 and 42. Registered February 5, 1991. Renewed May 11, 2001. Expires January 5, 2011.
3. US registration of Tail2 trademark. USPTO Reg. No. 2,647,026. Int. Cl. 25. Prior US Cls. 22 and 29. Registered November 5, 2002. Expires November 5, 2012. Requires submission of continued use or excusable non-use by November 5, 2008.
4. US registration of Tail Tech trademark. USPTO Reg. No. 3,236,772. Int. Cl. 25. Prior US Cls. 22 and 39. Registered May 1, 2007. Expires May 1, 2017. Requires submission of continued use or excusable non-use by May 1, 2013.
5. US registration of Dress For the Game trademark. USPTO Reg. No. 2,336,031. Int. Cl. 25. Prior US Cls. 22 and 39. Registered March 28, 2000. Expires March 28, 2010. Requires submission of continued use at the end of each successive 10-year period following the date of registration.
6. Canadian registration of Tail Trademark, Reg. No. TMA235,270. Registered June 3, 1994. Expires August 24, 2009.
7. UK registration of Tail trademark. Reg. No. 1114305. Cls 25. Renewed May 15, 2000. Expires May 15, 2010.
8. Mexican registration of Tail [word only] trademark. Reg. No. 390073. Cl. 25. Renewed September 18, 2005. Expires September 18, 2015.
9. Florida registration of Tail [word only] trademark. Reg. No. 916819. Cl. 25. Registered September 1, 1976. Renewed September 1, 2006. Expires September 1, 2016.

**EXHIBIT B**  
**DOMAIN NAMES**

*MIA 179,824,102v2 12/13/2007*