

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Nomis Design Inc.		01/16/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	brandbase USA, Inc.		
Street Address:	452 Burbank Street		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80020		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78509482		
Serial Number:	78614932	NOMIS	
CORRESPONDENCE DATA			
Fax Number:	(303)223-8048		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303.223.1248		
Email:	akrause@bhfs.com		
Correspondent Name:	Ashley Krause		
Address Line 1:	410 Seventeenth Street		
Address Line 2:	Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	11504		
NAME OF SUBMITTER:	Ashley Krause		
Signature:	/ashleykrause/		

OP \$65.00 78509482

Date:

02/06/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective this 16th day of January, 2008, by and between Nomis Design, Inc., a British Columbia corporation with a principal place of business at #10-343 Railway Street, Vancouver, British Columbia V6A 1A4 ("Assignor") and Brandbase USA, a Delaware corporation with a principal place of business at 452 Burbank Street, Broomfield, Colorado 80020 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor does hereby assign to Assignee, all of Assignor's right title and interest in and to the trademarks, trademark applications and intent to use trademark applications set forth on Exhibit A (the "Marks"), together with that portion of Assignor's business in connection with which it has an intent to use the Marks and the goodwill of the business symbolized by the Marks.

Assignor acknowledges that subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Marks and shall take no actions jeopardizing the existence or enforceability of the Marks or Assignee's rights therein. Assignor will not adopt or use or register or seek to register any name or mark anywhere in the world which is identical in word or design to the Marks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

Assignor agrees to assist Assignee in every legal way to evidence, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

Assignor represents and warrants to Assignee that: (a) Assignor was the sole owner of all rights, title and interest in the Marks; (b) Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered the Marks or agreed to do so other than the Permitted Liens as defined in Section 1.1 of the Asset Purchase Agreement dated effective July 1, 2007 among, *inter alia*, the Assignor and Assignee; and (c) Assignor has full power and authority to enter into this Assignment and to make the assignment set forth herein.

USA

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date first written above.

NOMIS DESIGN INC.

By: [Signature]

Its: President

CITY OF CORNER BROOK)
)
PROVINCE OF NEWFOUNDLAND AND LABRADOR) ss.

On January 16, 2008 before me, George L. Murphy,
Notary Public, personally appeared Colin McDonald,
personally known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity,
and that by his signature on the instrument the person, or the entity upon behalf of which
the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

EXHIBIT A

Trademarks and Applications

1. Nomis Logo – Application/Serial No. 78/509,482
2. Nomis and Design – Application/Serial No. 78/614,932