

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
AVV, Inc.		01/23/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Dominion Enterprises		
Composed Of:	COMPOSED OF ATC Holdings, Inc., a Nevada corporation, and LTM Company, a Virginia limited partnership, comprised of LTM Investments, Inc., a Nevada corporation, and LTM Holdings, Inc., a Virginia corporation		
Street Address:	150 Granby Street		
City:	Norfolk		
State/Country:	VIRGINIA		
Postal Code:	23510		
Entity Type:	PARTNERSHIP: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2932796	AVV	
Registration Number:	2932797	AVV	
CORRESPONDENCE DATA			
Fax Number:	(404)541-4753		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-6166		
Email:	miskowitz@kilstock.com		
Correspondent Name:	Christine James / Kilpatrick Stockton		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309-4530		
ATTORNEY DOCKET NUMBER:	T2140-NEW		
NAME OF SUBMITTER:	Christine P. James, Kilpatrick Stockton		

OP \$65.00 2932796

Signature:

/cpj/

Date:

02/19/2008

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that AVV, INC., a Delaware corporation ("Assignor"), owns the following trademarks and/or service marks (collectively, the "Marks") which are registered in the United States Patent and Trademark Office:

MARK:	REGISTRATION NO:	REGISTRATION DATE
AVV and Design	2,932,796	March 15, 2005
AVV	2,932,797	March 15, 2005


Assignor hereby assigns and transfers to DOMINION ENTERPRISES, a Virginia general partnership ("Assignee"), all of Assignor's right, title and interest in, to and under the Marks, including all registrations thereof and/or applications with respect thereto, together with all of the goodwill of the business in connection with which the Marks are used or are intended to be used, any and all actions and rights of action for infringements thereof and otherwise with respect thereto, whether arising prior to or subsequent to the date of this assignment, any and all renewals and extensions thereof.

Assignee is the successor to the portion of Assignor's business to which the Marks pertain and such business is ongoing and existing.

Pursuant to an Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement"), Assignee is purchasing substantially all of the assets of Assignor that are used primarily or exclusively in connection with the Business. Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed thereto in the Asset Purchase Agreement. This Assignment of Trademarks is an Ancillary Agreement under the Asset Purchase Agreement and is made strictly upon the terms and subject to the conditions set forth in, and is governed by, the Asset Purchase Agreement and without any representations, warranties or undertakings (express or implied) other than the representations, warranties and undertakings expressly set forth in the Asset Purchase Agreement. Assignor and Assignee acknowledge and agree that nothing contained in this Assignment of Trademarks is intended to provide either party any rights or impose on either party any obligations beyond those expressly provided in the Asset Purchase Agreement. In the event of a conflict between this Assignment of Trademarks and the Asset Purchase Agreement, the Asset Purchase Agreement shall control to the extent of such conflict. Without limiting the generality of the foregoing, Assignor and Assignee acknowledge and agree that all disputes arising out of, or related to, this Assignment of Trademarks, including, but not limited to, claims for Losses hereunder, shall be governed exclusively by the Asset Purchase Agreement, including, but not limited to, the indemnification provisions of Article 10 and the governing law, venue and waiver of jury trial provisions of Section 11.10 thereof.

IN WITNESS WHEREOF, this instrument has been signed on behalf of Assignor this 1²³ day of January, 2008/.

AVV, INC., a Delaware corporation

By: 
James E. Riesenbach,
President