

## 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
Whitmont HoldCo, LLC		12/31/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Titan Legal Services, Inc.		
Street Address:	19750 Vermont Ave, Suite 230		
City:	Torrance		
State/Country:	CALIFORNIA		
Postal Code:	90502		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2206612	WHITMONT	
CORRESPONDENCE DATA			
Fax Number:	(213)443-2892		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(213) 620-1780		
Email:	shwang@sheppardmullin.com		
Correspondent Name:	Susan Hwang, Esq.		
Address Line 1:	333 South Hope Street, 48th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	17EK--134968		
NAME OF SUBMITTER:	Susan Hwang		
Signature:	/susanhwang/		
Date:	02/26/2008		

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REEL: 003727 FRAME: 0040

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AND LICENSE-BACK AGREEMENT

THIS TRADEMARK ASSIGNMENT AND LICENSE-BACK AGREEMENT (the "Agreement") is made as of the 31st day of December, 2007, by and between Whitmont HoldCo, LLC, a Delaware limited liability company with a principal place of business at 200 S. Tryon St., Suite 10, Charlotte, NC 28202 (the "Assignor") and Titan Legal Services, Inc., a California corporation with a principal place of business at 19750 Vermont Avenue, Suite 230, Torrance, CA 90502 (the "Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the mark identified on Schedule A attached hereto together with the goodwill related thereto (the "Mark");

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Mark and the business and goodwill of the business in connection with which the aforesaid Mark has been used; and

WHEREAS, Assignor is desirous of acquiring a non-exclusive, royalty-free, license-back for its continued use of the Mark for certain limited uses for a limited period of time;

NOW THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest of Assignor in and to the Mark, including all applications, registrations and all common law rights, together with the goodwill related thereto, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

2. Assignor agrees, for itself and each of its successors and assigns, to: (i) execute upon request any other lawful documents (prepared at the expense of Assignee) reasonably necessary to secure the grant of any rights hereunder in the United States and in all other countries to Assignee, its successors and assigns; and (ii) to perform, at Assignee's expense, any lawful act related to the assignment, ownership, procurement and maintenance of the Mark.

3. Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States to record this Assignment and to issue any registrations which may be granted upon the Mark to Assignee, its successors and assigns.

[REDACTED]

**[REDACTED]**

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the date first written above.

Assignor:

WHITMONT HOLDCO LLC

Name: JOEL M. LUNA

Title: CEO

Assignee:

TITAN LEGAL SERVICES, INC.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By Trize, LLC its  
MANAGER

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the date first written above.

Assignor:

WHITMONT HOLDCO LLC

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Assignee:

TITAN LEGAL SERVICES, INC.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Torrance Facility Trademark Assignment and License-Back Agreement]

Schedule A

Mark	Registration No.	Registration Date
WHITMONT	2,206,612	December 1, 1998