

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY INTEREST RECORDED AT REEL/FRAME 3251/0737

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NB TRADEMARKS, INC.		11/28/2007	CORPORATION: DELAWARE
NEVADA BOB'S FRANCHISING, INC.		11/28/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NEVADA BOB'S HOLDINGS, LLC
Street Address:	81 Brainard Road
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06114
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2168868	NEVADA BOB #1
Registration Number:	2235815	NEVADA BOB #1
Registration Number:	1470196	NEVADA BOB
Registration Number:	1961957	NEVADA BOB
Registration Number:	1477182	NEVADA BOB'S
Registration Number:	1688162	NEVADA BOB'S
Registration Number:	2233921	NEVADA BOB'S
Serial Number:	75941062	NEVADA BOB'S GOLF
Registration Number:	2805194	NEVADA BOB'S GOLF
Serial Number:	76628170	NEVADA BOB'S GOLF
Serial Number:	73571047	NEVADA BOB'S
Registration Number:	3256750	NEVADA BOB'S

CH \$440.00 2168868

Serial Number:	75941650	YOUR GAME. YOUR STORE.
Registration Number:	2943341	DOUBLE EAGLE
Registration Number:	2806857	YOUR GAME. YOUR STORE.
Registration Number:	1462974	PRIMA
Registration Number:	2046177	PRIMA

CORRESPONDENCE DATA

Fax Number: (860)286-0115
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (860)286-2929
Email: TM-CT@cantorcolburn.com
Correspondent Name: Michelle P. Ciotola
Address Line 1: Cantor Colburn LLP
Address Line 2: 20 Church Street, 22nd Floor
Address Line 4: Hartford, CONNECTICUT 06103-3207

ATTORNEY DOCKET NUMBER:	NBM-0006-G
NAME OF SUBMITTER:	Michelle P. Ciotola
Signature:	/Michelle P. Ciotola/
Date:	04/10/2008

Total Attachments: 6

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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 07:02 PM 11/27/2007
INITIAL FILING # 5393781 1
AMENDMENT # 2007 4486097
SRV: 071259228

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Please Return to Diana Gierut
CT
A WoltersKluwer Company
208 South LaSalle Suite 814
Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **5393781-1** **December 19, 2005**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in Item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. **DELETE name:** Give record name to be deleted in item 6a or 6b. **ADD name:** Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
NEVADA BOB'S HOLDINGS, LLC

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
NB TRADEMARKS, INC. AND NEVADA BOB'S FRANCHISING, INC.

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
TO BE FILED WITH THE DELAWARE SECRETARY OF STATE. **7086480 SD**

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)
NATUCC3 423/01 CT System Online

TRADEMARK
REEL: 003758 FRAME: 0339

RELEASE AND REASSIGNMENT

This RELEASE AND REASSIGNMENT is made as of this ~~28~~²⁸ day of November, 2007, by NB Trademarks, Inc., a Delaware corporation and Nevada Bob's Franchising, Inc., a Delaware corporation (collectively, the "Assignors"), and Nevada Bob's Holdings, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS the parties entered into a certain Security Agreement dated as of December 19, 2005, which was recorded in the U.S. Patent and Trademark Office at Reel No. 3251, Frame No. 0737 (the "Assignment") pursuant to which the Assignee granted a security interest in and collateral assignment of the Trademark Collateral (as defined below), as security for the Assignee's performance of the "Secured Liabilities" (as defined in the Assignment); and

WHEREAS, the Assignee has satisfied the Secured Liabilities and has requested that the Assignors release their security interests in the Trademark Collateral and reassign the same to the Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Assignors hereby: (i) acknowledge the Assignee's satisfaction of the Secured Liabilities; (ii) release its security interest in and collateral assignment of the Trademark Collateral; (iii) fully release the Assignee from any and all obligations and duties under the Assignment; and (iv) confirm that the Assignment is hereby terminated and of no further force and effect.

2. The Assignors hereby reassign, grant and convey to the Assignee all of the Assignors' rights, titles and interests in and to:

a. all trademarks, trade names, company names, business names, trade styles, service marks, logos, other source of business identifiers, designs and general intangibles of a like nature (collectively called a "Trademark"), all registrations and recordings thereof and all applications in connection therewith;

b. all Trademark licenses;

c. all reissues, extensions or renewals of any of the items described in clauses (a) and (b) above;

d. all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) above; and

e. all proceeds of, and rights associated with, the foregoing, including any claim by the Assignors against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill

associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

A description of the Trademarks is set forth on Schedule A attached hereto and hereby made a part hereof; and all of the foregoing are collectively referred to as the "Trademark Collateral".

3. The Assignors shall promptly prepare, execute and deliver to the Assignee from time to time all such documents and instruments and financing statements, in form suitable for recording at the United States Patent and Trademark Office or other appropriate governmental office, and take such further action as the Assignee may deem reasonably necessary or proper, to evidence or effectuate the foregoing. Each Assignor hereby appoints Assignee as the Assignor's attorney-in-fact, with full authority in the place and stead of the Assignor and in the Assignor's name, to take any of the foregoing actions in the event that the Assignor fails, refuses or is unable to do so in a timely manner for whatever reason; provided, however, before Assignee exercises the power of attorney granted herein, it shall provide the Assignor with at least ten (10) days written notice (to the extent possible) of its intention to do so. This appointment shall be a power coupled with an interest.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Agreement as a sealed instrument as of the date first above written.

ASSIGNOR:

NB TRADEMARKS, INC.

By: [Signature]

Printed Name: Kevin R. Baker

Title: President CR

Date: November 28, 2007

ASSIGNOR:

NEVADA BOB'S FRANCHISING, INC.

By: [Signature]

Printed Name: Kevin R. Baker

Title: President CR

Date: November 28, 2007

ASSIGNEE:

NEVADA BOB'S HOLDINGS, LLC

By: Matthew J DiVenere

Printed Name: Matthew DiVenere

Title: CEO

Date: 6 Dec 07

ACKNOWLEDGMENT

PROVINCE OF ALBERTA)
) ss.
)

On November 20th, 2007, before me personally appeared Kevin R. Baker, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the President of NB TRADEMARKS, INC. a Delaware corporation (the "Assignor"), who being by me duly sworn, did depose and say that he/she is President of NB TRADEMARKS, INC., one of the Assignors described in and which executed the foregoing instrument (the "Instrument"); that the Instrument was signed on behalf of NB TRADEMARKS, INC. as authorized by its board of directors; and that he acknowledged the Instrument to be the free act and deed of the Assignor.



Notary Public

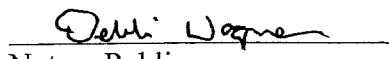
ANNETTE J.M. LAMBERT
Barrister and Solicitor

My commission expires: does not expire *AL*

ACKNOWLEDGMENT

STATE OF CT)
) ss.
COUNTY OF Hartford)

On December 6th, 2007, before me personally appeared Matthew Diveres to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the CEO of NEVADA BOB'S HOLDINGS, LLC, a Delaware limited liability company (the "Assignee"), who being by me duly sworn, did depose and say that he/she is CEO of the Assignee, the Assignee described in and which executed the foregoing instrument (the "Instrument"); that the Instrument was signed on behalf of the Assignee as authorized by its board of directors; and that he acknowledged the Instrument to be the free act and deed of the Assignee.




Notary Public

My commission expires: **My Commission Exp. Aug. 31, 2012**

ACKNOWLEDGMENT

PROVINCE OF ALBERTA)
) ss.
)

On November 28th, 2007, before me personally appeared Kevin R. Baker, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the President of NEVADA BOB'S FRANCHISING, INC., a Delaware corporation, who being by me duly sworn, did depose and say that he/she is President of NEVADA BOB'S FRANCHISING, INC., one of the Assignors described in and which executed the foregoing instrument (the "Instrument"); that the Instrument was signed on behalf of NEVADA BOB'S FRANCHISING, INC. as authorized by its board of directors; and that he acknowledged the Instrument to be the free act and deed of NEVADA BOB'S FRANCHISING, INC.



Notary Public

My commission expires: does not expire *AL*

ANNETTE J.M. LAMBERT
Barrister and Solicitor

Schedule A
to
Release and Reassignment

U.S. TRADEMARKS			
Trademark	Reg/n No.	Reg/n Date	Class
NEVADA BOB & Flag Design	2,168,868	June 30, 1998	IC 35 US 100, 101, 102
NEVADA BOB & Flag Design	2,235,815	Mar. 30, 1999	IC 28 US 22, 23, 38, 50
NEVADA BOB	1,470,196 (Cancelled)	Dec. 22, 1987	IC 42
NEVADA BOB AND RACKET DESIGN	1,961,957	Mar. 12, 1996	IC 42 US 100, 101
NEVADA BOB'S	1,477,182	Feb. 16, 1988	IC 42 US 100, 101
NEVADA BOB'S	1,688,162	May 19, 1992	IC 42 US 100, 101
NEVADA BOB'S	2,233,921	Mar. 23, 1999	IC 28 US 22, 23, 38, 50
NEVADA BOB'S GOLF & Design (swoosh)	S/N 75/941,062 (Abandoned)		IC 35 US 100, 101, 102 IC 18, 25, 28
NEVADA BOB'S GOLF & Design (swoosh)	2,805,194	Jan. 13, 2004	IC 35 US 100, 101, 102
NEVADA BOB'S GOLF & Design (swoosh)	S/N 76/628,170	Jan. 19, 2005	IC 18, 25, 28
Nevada Bob's	S/N 73/571,047 (Abandoned)	Dec. 2, 1985	IC 28 US 101
NEVADA BOB'S (E-commerce)	3,256,750	June 26, 2007	IC 9, 35, 36, 38, 39, 41, 42
Your game. Your store	S/N 75/941,650 (Abandoned)		IC 25, 28, 35 US 22, 23, 38, 39, 50, 100, 101, 102
DOUBLE EAGLE	2,943,341	April 26, 2005	IC 9 US 21, 23, 26, 36, 38 IC 36 US 100, 101, 102
Your game. Your store	2,806,857	Jan. 20, 2004	IC 35 US 100, 101, 102
PRIMA	1,462,974	Oct. 27, 1987	IC 28 US 3, 22
PRIMA	2,046,177	Mar. 18, 1997	IC 25 US 22, 39