

**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>
Redscout, Inc.		06/15/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Redscout LLC		
<b>Street Address:</b>	28 West 25th Street		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78973299	TALENT FOR GROWTH	
<b>Serial Number:</b>	77127083	REDSOUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)832-7000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-832-1000		
<b>Email:</b>	ustrademark@foleyhoag.com		
<b>Correspondent Name:</b>	Charles E. Weinstein, Esq.		
<b>Address Line 1:</b>	155 Seaport Boulevard		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	24200-5		
<b>NAME OF SUBMITTER:</b>	Charles E. Weinstein, Esq.		
<b>Signature:</b>	/Charles E. Weinstein/		

CH \$65.00 78973299

Date:

05/12/2008

Total Attachments: 1

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**CONFIRMATION OF  
TRADEMARK ASSIGNMENT**

This Confirmation of Trademark Assignment is made by and between Redscout, Inc., a Delaware corporation with an address at 28 West 25<sup>th</sup> Street, 10<sup>th</sup> Floor, New York, New York 10010 ("Assignor") and Redscout LLC, a Delaware limited liability company with an address at 28 West 25<sup>th</sup> Street, 10<sup>th</sup> Floor, New York, New York 10010 ("Assignee").

**WHEREAS**, Assignor transferred its assets to Assignee as of June 15, 2007, said assets including the marks REDSCOUT and TALENT FOR GROWTH (the "Marks"), the goodwill of the business connected with the use of and symbolized by the Marks, and the ongoing and existing business associated with the Marks; and

**WHEREAS**, Assignor and Assignee wish to confirm and memorialize the assignment of the Marks for purposes of recording the assignment with the U.S. Patent and Trademark Office and perfecting the assignment;

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:


Assignor hereby confirms the assignment from Assignor to Assignee of all right, title and interest in and to the Marks, including the U.S. registration and application listed in the Trademark Schedule below, together with the goodwill of the business connected with the use of and symbolized by the Marks, the ongoing and existing business associated with the Marks, and the right to sue and recover for past infringement of the Marks.

**TRADEMARK SCHEDULE**

<u>Mark</u>	<u>Reg./Serial No.</u>	<u>International Classes</u>
REDSCOUT	3311579	035
TALENT FOR GROWTH	78/973299	035

Redscout, Inc.

Date: 5/5/08

By:   
Name: Jonah Disend  
Title: President and CEO