P \$40.00 771

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
Sevcoy Pty Ltd		03/17/2008	CORPORATION: AUSTRALIA

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: 1

Property Type	Number	Word Mark
Serial Number:	77168581	TT

CORRESPONDENCE DATA

Fax Number: (303)223-0338

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 303.223.1404

Email: drsullivan@bhfs.com

Correspondent Name: Dawn Sullivan

Address Line 1: 410 Seventeenth Street

Address Line 2: Suite 2200

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	11504.19B 5/15/08 DRS	
NAME OF SUBMITTER:	Dawn Sullivan	
Signature:	/dawnsullivan/	
Date:	05/15/2008	

900106599 TRADEMARK REEL: 003777 FRAME: 0757 Total Attachments: 3 source=Application Assign#page1.tif source=Application Assign#page2.tif source=Application Assign#page3.tif

> TRADEMARK REEL: 003777 FRAME: 0758

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective this Aday of March, 200 s, by and between Sevcoy Pty Ltd, an Australian corporation with a principal place of business at 20 Demand Avenue, Arundel, Queensland 4214 Australia ("Assignor") and Brandbase USA, Inc., 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 registrations, 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.

11504\7\1131860.1 DRAFT 3/12/08

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date first written above.
SEVCOY PTY LTD.
By: MATT NIELSEN
Its:
CITY OF ARUNDEL) ss.
STATE OF QUEENSLAND)
On 17/3, 2008 before me. MUCHUNCH Notary Public, personally appeared MCBNSWCB 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. Motary Public WITNESS my hand and official seal. (OMOBE 8150-7, CRI)

EXHIBIT A

Trademarks, Registrations and Applications

- 1. Technine, U.S. App. No. 79/034, 312
- 2. Split T Logo, U.S. App. No. 77/168,581

TRADEMARK REEL: 003777 FRAME: 0761

RECORDED: 05/15/2008