

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
BU Licensing, LLC		07/02/2008	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	BU Holdings, LLC		
Street Address:	916 East Baseline Road		
Internal Address:	Suite 225		
City:	Mesa		
State/Country:	ARIZONA		
Postal Code:	85204		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3011069	BOUNCEU	
CORRESPONDENCE DATA			
Fax Number:	(314)241-8624		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-241-9090		
Email:	hly@greensfelder.com		
Correspondent Name:	Harvey L. Yusman		
Address Line 1:	10 South Broadway		
Address Line 2:	Suite 2000		
Address Line 4:	Saint Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	16209-88002		
NAME OF SUBMITTER:	Jennifer M. Weber		
Signature:	/jennifer m. weber/		

CH \$40.00 3011069

Date:

07/09/2008

Total Attachments: 2

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNOR: BU LICENSING, LLC

ASSIGNEE: BU HOLDINGS, LLC

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made and entered into as of the 2 day of July, 2008, by and between BU LICENSING, LLC, an Arizona limited liability company, with his principal office at 1327 East Barbarita Avenue, Gilbert, Arizona 85234 ("Assignor"), and BU HOLDINGS, LLC, a Delaware limited liability company with its principal office at 916 East Baseline Road, Suite 225, Mesa, Arizona 85204 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has acquired rights in and to the trademark (the "Trademark") and is the owner of the United States registration issued thereon (the "Registration") as set forth on Schedule A attached hereto and by reference incorporated herein;

WHEREAS, Assignor is a party to an Asset Purchase Agreement dated July 2, 2008, pursuant to which Assignor agreed to sell, transfer and assign to BU Holdings, LLC certain assets including but not limited to, its right, title and interest in and to the Trademark and the Registration, together with that part of the goodwill of the business associated with and symbolized by the Trademark;

WHEREAS, Assignor desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Trademark and the Registration together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to sue and recover damages and profits for past infringements thereof; and

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to the Trademark and the Registration together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to sue and recover damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademark and the Registration, together with all of the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to sue and recover damages and profits for past infringements thereof.

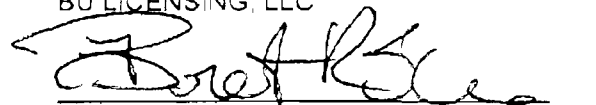
Assignor covenants and agrees that it will, without charge to Assignee, whenever so requested by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee, in its sole discretion, may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

It is respectfully acknowledged that this Assignment will be filed for recordation in the United States Patent and Trademark Office against the file of the Trademark and the Registration herein described.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR.

BU LICENSING, LLC


Brent Schmick, Member

SCHEDULE A
TO
TRADEMARK ASSIGNMENT
BY AND BETWEEN
BU LICENSING, LLC
AND
BU HOLDINGS, LLC

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
BOUNCEU and Design	3,011,069	November 1, 2005