

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Sinclair Group Ltd.		07/11/2008	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	The Sinclair Group Nevada , LLC.
Street Address:	925 Tahoe Blvd, Suite 104
City:	Incline Village
State/Country:	NEVADA
Postal Code:	89451
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78919003	SINCLAIR GROUP
Registration Number:	3255761	S
Registration Number:	3168688	PROFIT POTENTIAL
Registration Number:	3100474	RAPID TRANSFORMATION
Registration Number:	3168689	RAPID TRANSFORMATION

CORRESPONDENCE DATA

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CH \$140.00 78919003

ATTORNEY DOCKET NUMBER:	285-000304072223US
NAME OF SUBMITTER:	Kathleen E. Clavenna
Signature:	/Kathleen E. Clavenna/
Date:	07/25/2008
Total Attachments: 3 source=TrademarkAssignmentAttA7-11-08#page1.tif source=TrademarkAssignmentAttA7-11-08#page2.tif source=TrademarkAssignmentAttA7-11-08#page3.tif	

Attachment A

TRADEMARK ASSIGNMENT

WHEREAS, THE SINCLAIR GROUP LTD., a Texas limited partnership (hereinafter referred to as "Sinclair Group" or "Assignor"), having a place of business located at 1400 Woodloch Forest Drive, Suite 410, The Woodlands, Texas 77380, owns the common law trademarks set forth below (hereinafter referred to as the "Trademarks") and the application(s) and registrations thereof set forth below:

MARK	STATUS	Appl./Reg. Date	Appl./Reg. No
SINCLAIR GROUP	U.S. Appl.	6/28/2006	78/919,003
SINCLAIR GROUP	European Community Reg.	8/8/2006	5247002
SINCLAIR GROUP	Swiss Reg.	8/2/2006	551561
Stylized S Logo	U.S. Reg.	6/26/2007	3,255,761
Stylized S Logo	European Community Reg.	8/8/2006	5247069
Stylized S Logo	Swiss Reg.	8/2/2006	551593
PROFIT POTENTIAL	U.S. Reg.	11/7/2006	3,168,688
RAPID TRANSFORMATION	U.S. Reg.	6/6/2006	3,100,474
RAPID TRANSFORMATION	U.S. Reg.	11/7/2006	3,168,689
RAPID TRANSFORMATION	European Community Reg.	6/9/2006	5126818
RAPID TRANSFORMATION	Swiss Application	6/2/2006	54925/2006

WHEREAS, THE SINCLAIR GROUP NEVADA, LLC, a Nevada limited liability company (hereinafter referred to as "TSG Nevada" or "Assignee"), having a place of business located at 925 Tahoe Blvd., Suite 104, Incline Village, NV 89451, is desirous of acquiring all right, title and interest in and to the Trademarks, including any choses in action relating to said Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof set forth above as the successor to the portion of the business of the applicant to which the Trademarks pertain; and

WHEREAS, it is desired that the assignment of the trademark applications and registrations listed above be made a matter of record in the United States Patent and Trademark Office and other trademark offices.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, transfers and conveys unto Assignee all of its right, title and interest in and to the aforesaid Trademark, including any choses in action relating to said Trademark, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademark rights accruing on or before the date of this Assignment, together with the goodwill of the business symbolized by the Trademark, and including the application thereof as set forth above, Nunc Pro Tunc, effective January 1, 2007, and further, Assignor hereby covenants, agrees and undertakes to execute, whenever requested by Assignee, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Trademark hereby assigned, all without further compensation to Assignor.

THE SINCLAIR GROUP, LTD



H.L. Sinclair, CEO

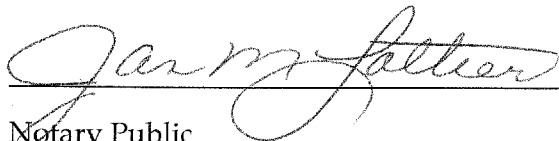
STATE OF TEXAS §

§ ss.

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this 11TH day of July 2008, personally appeared H.L. Sinclair, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as Chief Executive Officer on behalf of Assignor, the entity therein named, and acknowledged to me that the instrument was the free deed and act of said entity for the purposes therein set forth and intending that this instrument be recorded.

[SEAL]



Notary Public

