

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
LO GROUP, LLC		08/12/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BETTERMENT LLC		
Street Address:	49 Ludlow Avenue, Suite 9B		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10002		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77505928	BETTERMENT	
CORRESPONDENCE DATA			
Fax Number:	(866)630-7693		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-722-4160		
Email:	pafriedman2002@yahoo.com		
Correspondent Name:	Paul A. Friedman		
Address Line 1:	92 Grove Street Apt 18		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Paul A. Friedman		
Signature:	/Paul A. Friedman/		
Date:	10/24/2008		

OP \$40.00 77505928

Total Attachments: 3

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**TRADEMARK
 REEL: 003876 FRAME: 0080**

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this “**Assignment**”) is effective as of August 12, 2008 and is between LO GROUP LLC, a limited liability company organized and existing under the laws of the State of Delaware, with a principal place of business at 250 Park Avenue South, 10th Floor, New York, New York 10003 (“**Assignor**”) and BETTERMENT LLC, a limited liability company organized and existing under the laws of the State of Delaware, with a principal place of business at 49 Ludlow Avenue, Suite 9B New York NEW YORK 10002 (“**Assignee**”).

WHEREAS, Assignor is the owner of the trademark “BETTERMENT,” including all formatives and variations thereof, all stylizations thereof, all logos and designs associated therewith, all common law rights therein; and any and all trademark registrations and applications therefor (collectively, the “**Trademarks**”), as identified on **Schedule A**, attached hereto and made a part hereof.

WHEREAS, Assignee wishes to acquire all of Assignor’s ownership, rights, title and interest, in and to the intellectual property identified on Schedule A hereto and the goodwill associated therewith, all as more specifically set forth herein.

WHEREAS, Assignor wishes to transfer and assign to Assignee, all rights, title, interests, and ownership in and to the Trademarks and related goodwill, free and clear of all liens, claims and encumbrances, pursuant to the terms and provisions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, sells, transfers, conveys, bequeaths and grants irrevocably to Assignee the entire ownership, right, title and interest of Assignor, throughout the world, in and to all of the Trademarks, and all past, present and future rights and forms of protection of an equivalent or similar nature having the equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, together with the goodwill of Assignor's business associated therewith, appurtenant thereto, and symbolized thereby, the same to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for profits and damages (past, present and future) by reason of any violation of rights related to the Trademarks, including without limitation trademark infringement and unfair competition, and cyber-squatting, with the right to sue and recover for such violations and collect the same for Assignee's own use and benefit.

2. Assignee hereby represents and warrants as follows: (i) Assignee has the full right, power and authority to enter into this Assignment and has secured all necessary approvals related thereto; and (ii) Assignee’s entry into this Assignment will not violate or conflict with any law, statute, regulation, ordinance or contractual obligation.

3. Assignor hereby covenants that no other transfer, assignment, sale, agreement, or encumbrance has been or will be made or entered into by it, or by its parents, subsidiaries, affiliates, successors, principals, officers, directors, owners, shareholders, assigns or legal

representatives, which conflicts or is inconsistent with this Assignment or the Asset Purchase Agreement.

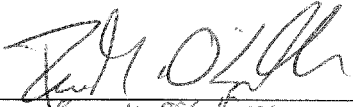
4. This Assignment shall be governed by, and construed and interpreted in accordance with, the internal laws of the state of New York, applicable to contracts made and to be performed wholly within New York.

5. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective parents, subsidiaries, affiliates, principals, officers, directors, owners, shareholders, successors, assigns and legal representatives.

6. The parties agree that it is the intention of neither party to violate any public policy, statutory or common law, or governmental regulation; that if any sentence, paragraph, clause, or combination of the same is, or becomes, in violation of any applicable law or regulation, or is unenforceable or void for any reason, such sentence, paragraph, clause, or combination thereof shall be inoperative, and the remainder of this Assignment shall remain binding upon the parties.


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer as of August 12, 2008.

LO GROUP LLC

By: 
Name: Ryan H. O'Sullivan
Title: Managing Member

ACCEPTED AND ACKNOWLEDGED BY:

BETTERMENT LLC

By: 
Name: Managing Member
Title: Ryan H. O'Sullivan

Schedule A

Mark: BETTERMENT
Serial Number: 77505928
Filing Date: June 23, 2008
Country: United States of America