

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/18/2006		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	<b>Entity Type</b>		
	Monogram Holdings, LLC		04/07/2009
	LIMITED LIABILITY COMPANY: DELAWARE		
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Club Holdings, LLC		
<b>Street Address:</b>	11101 W. 120th Ave.		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Broomfield		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80021		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	3122187	QUINTESS
	Registration Number:	3156702	LIFE'S GREATEST STORIES ARE WAITING
	Serial Number:	77440402	QUINTESS
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)413-2220		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703-413-3000		
<b>Email:</b>	jhudis@oblon.com		
<b>Correspondent Name:</b>	Jonathan Hudis c/o Oblon, Spivak et al.		
<b>Address Line 1:</b>	1940 Duke Street		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314		
<b>ATTORNEY DOCKET NUMBER:</b>	314209US		

CH \$90.00 3122187

NAME OF SUBMITTER:	Jonathan Hudis
Signature:	/Jonathan Hudis/
Date:	04/14/2009
<b>Total Attachments: 3</b> source=Trademark Assignment_Monogram Holdings to Club Holdings_04.07.09#page1.tif source=Trademark Assignment_Monogram Holdings to Club Holdings_04.07.09#page2.tif source=Trademark Assignment_Monogram Holdings to Club Holdings_04.07.09#page3.tif	

## TRADEMARK ASSIGNMENT

This Confirmatory Assignment ("Assignment") is made *nunc pro tunc* effective as of August 18, 2006 from Monogram Holdings, LLC ("ASSIGNOR"), a Delaware Limited Liability Company, to Club Holdings, LLC ("ASSIGNEE"), a Delaware Limited Liability Company.

WHEREAS, ASSIGNOR is the owner of the QUINTESS service mark, which is the subject of U.S. Registration No. 3,122,187 issued on July 25, 2006, together with the goodwill of the business symbolized thereby for the services in connection with which the service mark is used; and

WHEREAS, ASSIGNOR is the owner of the LIFE'S GREATEST STORIES ARE WAITING service mark, which is the subject of U.S. Registration No. 3,156,702 issued on October 17, 2006, together with the goodwill of the business symbolized thereby for the services in connection with which the service mark is used; and

WHEREAS, ASSIGNOR is the owner of the QUINTESS service mark, which is the subject of U.S. Application Serial No. 77/440,402 filed on April 4, 2008, together with the goodwill of the business symbolized thereby for the services in connection with which the service mark is used; and

WHEREAS the marks above shall hereinafter collectively be referred to Marks as "the Marks", and the services in connection with which the three Marks are used shall hereinafter collectively be referred to as "the Services"; and

WHEREAS, ASSIGNOR, with the exception of certain shares of stock, warrant(s), and specifically defined "Retained Assets", assigned all of its assets and ownership interests in its subsidiaries to ASSIGNEE on August 18, 2006, hereby confirms its desire to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks.

NOW, THEREFORE, in consideration for the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE (*inunc pro tunc* effective as of August 18, 2006) all of ASSIGNOR's right, title, and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business relating to the Services and in connection with the two Registrations and pending Application discussed above; (2) all income, royalties, and rights to damages and/or equitable relief of whatever kind or type hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, all damages and payments for past, present or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it shall execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE the full right, title, and interest in the Marks.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have duly executed and delivered this Assignment, to be effective as of August 18, 2006.

MONOGRAM HOLDINGS, LLC, (Assignor),  
a Delaware limited liability company

By: Monogram Management, LLC,  
a Delaware limited liability company,  
its, Manager

By: \_\_\_\_\_

Name: Pete Estler

Title: Manager

Date: April 7, 2009

CLUB HOLDINGS, LLC (Assignee), a Delaware  
limited liability company

By: \_\_\_\_\_

Name: Pete Estler

Title: Chief Executive Officer

Date: April 7, 2009

CONSENT

The transaction contemplated by that certain Trademark Assignment by and between Monogram Holdings, LLC, a Delaware limited liability company, and Club Holdings LLC, a Delaware limited liability company, dated as of April 7, 2009 is hereby consented to by all of the Managers of Monogram Management, LLC.

By:  \_\_\_\_\_

Name: Pete Estler

Title: Manager

Date: April 7, 2009

By:  \_\_\_\_\_

Name: Benjamin Addoms

Title: Manager

Date: April 7, 2009

By:  \_\_\_\_\_

Name: Len Allsup

Title: Manager

Date: April 7, 2009