

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
Flight Club THC, LLC		05/01/2009	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	3388875 Canada Inc.		
Street Address:	650 Lebeau		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H4N 1R9		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77602833	IRREVERENT	
CORRESPONDENCE DATA			
Fax Number:	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-456-8400		
Email:	munozg@gtlaw.com		
Correspondent Name:	Herbert H. Finn		
Address Line 1:	77 W. Wacker Drive		
Address Line 2:	Greenberg Traurig, LLP - Suite 3100		
Address Line 4:	Chicago, ILLINOIS 60601-1732		
ATTORNEY DOCKET NUMBER:	115148.010100		
DOMESTIC REPRESENTATIVE			
Name:	Herbert H. Finn		
Address Line 1:	77 W. Wacker Drive		

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**TRADEMARK
 REEL: 003981 FRAME: 0717**

Address Line 2: Greenberg Traurig, LLP - Suite 3100
Address Line 4: Chicago, ILLINOIS 60601-1732

NAME OF SUBMITTER:	Herbert H. Finn
Signature:	/Herbert H. Finn/
Date:	05/04/2009

Total Attachments: 3
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ASSIGNMENT: US Trade-marks

("Assignor")

Flight Club THC, LLC
40 West 23rd Street
New York, NY 10010
USA

("Assignee")

3388875 Canada Inc.
650 Lebeau
Montreal, QC H4N 1R9
Canada

In consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby sells, assigns and transfers to the Assignee all its right, title and interest in and to:

- (a) the trademarks identified in **Schedule A**;
- (b) any trademark applications identified therein and to the registrations which will issue from those applications, and to any trademark registrations identified therein;
- (c) the goodwill associated with said trademarks, including any litigation rights and remedies enuring to the trademarks, including the right to sue for any and all past infringements which may have occurred at any time up to the date of this present Assignment; and
- (d) that part of the goodwill of the business connected with the use of and symbolized by the marks identified in Schedule A (but, for avoidance of doubt, not the goodwill connected with the use of any other mark);

the same to be held and enjoyed by Assignee for its own use and for the use of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

And the Assignee accepts all such rights, titles and interest.

The Assignee hereby appoints **Spiegel Sohmer Inc.** and any of its attorneys its true and lawful attorney to do all acts in order to perfect this assignment.

The Assignee hereby appoints **Spiegel Sohmer Inc.** as its Agent and Representative for Service with respect to trade-marks identified in Schedule A.

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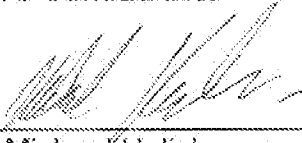
The parties hereby acknowledge that it is their express wish that this Agreement and all documents relating thereto be drawn in the English language only; *les parties reconnaissent que c'est leur volonté expresse que la présente entente et tous les documents y afférents soit rédigés en anglais seulement.*

IN WITNESS WHEREOF, the parties have signed this Agreement in New York, on May 1, 2009.

ASSIGNOR:
Flight Club THC, LLC

ASSIGNEE:
3388875 Canada Inc.

Per: 
Gregg Donnerfeld

Per: 
Michael Halickman

Schedule A

<u>Trademark</u>	<u>U.S. Application Serial No.</u>	<u>Filing Date</u>
IRREVERENT	77/602,833	October 29, 2008