

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
Fusion Hospitality Group Limited		02/08/2008	CORPORATION: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	Ice Lounge Holdings LLC		
Street Address:	3930 Las Vegas Boulevard South		
Internal Address:	Suite 101		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89113		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78741053	MINUS 5	
Serial Number:	78740992	MINUS 5°	
CORRESPONDENCE DATA			
Fax Number:	(952)885-5969		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	952-885-5999		
Email:	trademarks@krassmonroe.com		
Correspondent Name:	Ryan R. Palmer		
Address Line 1:	8000 Norman Center Drive		
Address Line 2:	Suite 1000		
Address Line 4:	Minneapolis, MINNESOTA 55437		
ATTORNEY DOCKET NUMBER:	13754-4		
NAME OF SUBMITTER:	Ryan R. Palmer, Atty for Receiving Party		

OP \$65.00 78741053

Signature:	/Ryan R. Palmer/
Date:	05/12/2009
Total Attachments: 4 source=Ice Lounge US Trademark Assignment#page1.tif source=Ice Lounge US Trademark Assignment#page2.tif source=Ice Lounge US Trademark Assignment#page3.tif source=Ice Lounge US Trademark Assignment#page4.tif	

I H .

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into effective as of 8 February, 2008, by and between Fusion Hospitality Group Limited, a New Zealand corporation ("Assignor"), and ICE LOUNGE HOLDINGS LLC, a Nevada limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all rights, title, and interest in and to the intellectual property identified on the attached Exhibit A (the "Intellectual Property"); and

WHEREAS, Assignor desires to assign and transfer all of its rights, title and interest in and to the Intellectual Property to Assignee under the terms and conditions of this Assignment in exchange for [REDACTED]

NOW, THEREFORE, Assignor and Assignee hereby covenant and agree as follows:

1. ASSIGNMENT. In consideration of [REDACTED] paid by Assignee to Assignor, Assignor hereby assigns and transfers to Assignee, free and clear of any liens, claims or other encumbrances, its entire right, title and interest in and to the Intellectual Property including, without limitation, all continuations, substitutions, registrations, renewals, and rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of any rights related to the foregoing), and all trade secrets and know-how pertaining to the Intellectual Property and any other rights and interests arising out of, in connection with, or in relation to the Intellectual Property.

2. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION. Assignor represents and warrants that (i) Assignor has the right, power and authority to enter into this Assignment; (ii) Assignor is the exclusive owner of all right, title and interest in and to the Intellectual Property; (iii) the Intellectual Property is in good standing and is not involved in, or the subject of, any pending or, to the best of Assignor's knowledge, threatened interference, opposition or similar claim; and (iv) Assignor has not and shall not execute any writing or agreements or do any act whatsoever conflicting with this Assignment. Assignor shall indemnify, defend and hold harmless Assignee and its directors, officers, employees, affiliates and licensees from and against any and all claims, liabilities, and expenses (including reasonable attorney's fees) resulting from a breach or alleged breach of the foregoing representations and warranties, including without limitation any claim that the Intellectual Property infringes the rights or property of a third party.

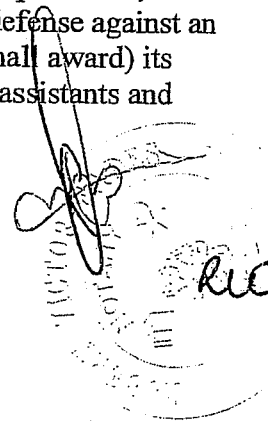
3. ADDITIONAL DOCUMENTS. Assignor agrees without additional consideration to (i) execute and deliver to Assignee any and all additional forms of assignment and other instruments and documents that may be necessary or desirable to transfer or evidence the transfer to Assignee of any of the Intellectual Property; and (ii) execute such additional writings and do such additional acts as the Assignee, its successors and assigns, may deem desirable to perfect Assignee's enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing the Intellectual Property or similar legal protection in any and all countries.



4. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, legal representatives, successors and assigns.

5. GOVERNING LAW AND FORUM; REMEDIES. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Nevada, without regard to conflicts of law provisions. Each party hereby consents, and waives its right to object on the grounds of lack of personal jurisdiction, to the exercise of jurisdiction by the United States District Court for the District of Nevada and the Clark County/Eighth Judicial District Court, State of Nevada. If either party shall bring an action to enforce its rights hereunder, including, but not limited to, the benefit of any indemnification provision, the prevailing party (i.e., substantially successful in establishing a breach or defense against an alleged breach) in such action shall be entitled to recover (and the court shall award) its reasonable attorneys' fees and costs (including the fees and costs of legal assistants and witnesses) incurred in connection therewith.

(signatures on separate page)

A handwritten signature in black ink is written over a circular stamp. The stamp contains the text "CLARK COUNTY" at the top and "EIGHTH JUDICIAL DISTRICT COURT" around the bottom edge. The initials "RW" are written in the center of the stamp.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above-written.

ASSIGNOR:
Fusion Hospitality Group Limited

By Craig Antony Ling
Its: Director

[Signature]
_____)
_____) ss
_____)

Subscribed and sworn to before me
this 8th day of February, 2008.

[Signature]

Notary Public

ASSIGNEE:
ICE LOUNGE HOLDINGS LLC

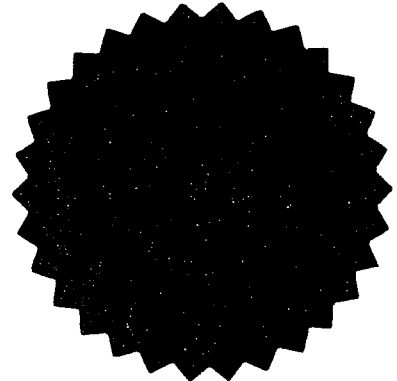
By Craig LING
Its: MEMBER President

STATE OF _____)
_____) ss
COUNTY OF _____)
NEW ZEALAND

Subscribed and sworn to before me
this 8th day of February, 2008.

[Signature]

Notary Public



ROBERT VICTOR EADES
SOLICITOR: NOTARY PUBLIC
WYNYARD WOOD
LEVEL 15, TOWER ONE
51-53 SHORTLAND ST
AUCKLAND
NEW ZEALAND

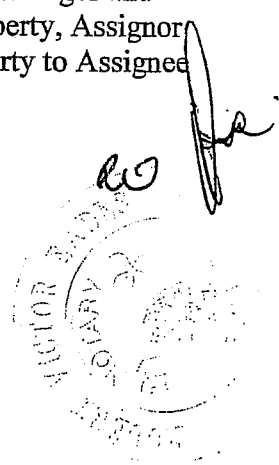
EXHIBIT A

INTELLECTUAL PROPERTY

1. Trademark application for the Minus 5 mark. USPTO Serial No. 78741053. Filed October 26, 2005.

2. Trademark application for the Minus 5 logo. USPTO Serial No. 78740992. Filed October 26, 2005.

3. As used herein, the term "Intellectual Property" shall also mean and include all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, domain names, and all other intellectual property rights of any sort and all business, contract rights, and goodwill in, incorporated or embodied in, used to develop, or related to Assignee's business in North America, as now conducted and as proposed to be conducted by Assignee, and all inventions, works of authorship, mask works, technology, information, know-how and materials relating to the development, support, operation or maintenance of Assignee's business in North America as now conducted and as proposed to be conducted by Assignee. In addition to the assignment of the trademarks described in Sections 1 and 2 of this Exhibit A, Assignor acknowledges and agrees that if Assignor has any ownership interest in any other Intellectual Property, Assignor hereby assigns all right, title and interest in and to such other Intellectual Property to Assignee exclusively throughout North America.



A handwritten signature in black ink is written over a circular notary seal. The seal contains the text "NOTARY PUBLIC" and "STATE OF CALIFORNIA" around the perimeter, with a date stamp in the center that reads "OCT 26 2005".