

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New World Hospitality UK Limited	FORMERLY Mariaba Investments Limited	02/19/2009	CORPORATION: JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	My Limited		
<b>Street Address:</b>	Second Floor, Capital City, Independence Avenue		
<b>Internal Address:</b>	PO Box 1312		
<b>City:</b>	Victoria, Mahe		
<b>State/Country:</b>	SEYCHELLES		
<b>Entity Type:</b>	CORPORATION: SEYCHELLES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2806563	MY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)696-0740		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	216-861-7864		
<b>Email:</b>	clevelandip@bakerlaw.com		
<b>Correspondent Name:</b>	Deborah A. Wilcox		
<b>Address Line 1:</b>	1900 East 9th Street		
<b>Address Line 2:</b>	Suite 3200		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	034063-00001		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Deborah A. Wilcox		
<b>Address Line 1:</b>	1900 East 9th Street		

CH \$40.00 2806563

**900137059**

**TRADEMARK  
 REEL: 004010 FRAME: 0502**

Address Line 2: Suite 3200  
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Deborah A. Wilcox
Signature:	/Deborah A. Wilcox/
Date:	06/23/2009

Total Attachments: 5  
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DATED

FEBRUARY 2009

NEW WORLD HOSPITALITY UK LIMITED

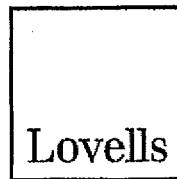
- and -

MY LIMITED

DEED OF ASSIGNMENT

- of -

TRADE MARKS WITH GOODWILL



R4123.00039  
CM3DCIAP/DAL

Lovells LLP, Atlantic House, Holborn Viaduct, London EC1A 2FG

LIB02/CM3DC/2319076.1

TRADEMARK  
REEL: 004010 FRAME: 0504

THIS DEED OF ASSIGNMENT is made on \_\_\_\_\_ day of February 2009

**BETWEEN:**

- (1) **New World Hospitality UK Limited** (previously known as Mariaba Investments Limited) a company incorporated in Jersey, whose registered office is PO Box 300, 2-6 Church Street, St. Heller, Jersey (previously at 38 Bedford Square, London WC1B 3EL) (the "Assignor"); and
- (2) **My Limited**, a company incorporated in the Republic of Seychelles, whose registered office is at Second Floor, Capital City, Independence Avenue, PO Box 1312, Victoria, Mahe, Republic of Seychelles (the "Assignee").

**WHEREAS:**

- (A) The Assignor is the registered proprietor of the trade marks short particulars of which are set out in the Schedule hereto (the "Trade Marks");
- (B) The Assignor wishes to assign the Trade Marks together with the goodwill of the business in the goods/services in respect of which the Trade Marks are registered to the Assignee.

**IT IS AGREED:**

- 1. The Assignor hereby assigns to the Assignee all property, right, title and interest in the Trade Marks including all common law rights connected therewith TOGETHER with the goodwill of the business relating to the goods/services in respect of which the Trade Marks are registered, including the right to sue for damages and all other remedies in respect of any infringement of the Trade Marks or passing off which may have occurred prior to the date hereof, TO HOLD unto the Assignee absolutely.
- 2. The Assignor hereby covenants that, at the request and expense of the Assignee, it will take all steps necessary or desirable to procure the registration of the Assignee as the registered proprietor of the Trade Marks.
- 3. This Deed shall be governed by and in accordance with English law, the courts of which shall have exclusive jurisdiction in respect of any dispute that may arise out of and/or in connection with it.

AS WITNESS the hands of the parties or their duly authorised representatives the day and year first above written.

Executed and delivered as a Deed by )  
 )  
 duly authorised for and on behalf of New )  
 World Hospitality UK Limited )

*G. G. [Signature]*  
 \_\_\_\_\_  
 Position: COMPANY SECRETARY

In the presence of:

BEYENE TESFU

Name of witness:

Address: C/O 38 BEDFORD SQUARE  
 LONDON  
 WC1B 3EL

Executed and delivered as a Deed by  
**CARLTON SERVICES LIMITED**  
duly authorised for and on behalf of My  
Limited

  
.....**CARLTON SERVICES LIMITED**  
By Authorised Signatory  
Position: **DIRECTOR**

In the presence of:

.....**Hoareau**

Name of witness: **DANIELLA HOAREAU**

Address: **MAHE, SEYCHELLES**

SCHEDULE

COUNTRY	NUMBER	MARK	CLASSES
UK	2460132	MERKABA	41, 43
EU	2470490	MY	42
EU	2839462	MYBAR	41, 43
EU	3314218	MYMUSIC	9, 16, 41
USA	2806563	MY	42

**UNANIMOUS CONSENT RESOLUTION - BY MEMORANDUM OF THE SOLE DIRECTOR**

**My Limited (the "Company")**

An International Business Company  
incorporated in the Republic of Seychelles with registration no. 58038

WRITTEN RESOLUTION OF THE SOLE DIRECTOR OF THE COMPANY, IN LIEU OF A MEETING AND IN ACCORDANCE WITH THE COMPANY'S ARTICLES OF ASSOCIATION

**1. Preliminary**

It was noted by the Director that it is proposed that the Company (as the Assignee) enters into a Deed of Assignment of Trade Marks with Goodwill (the "**Agreement**") a copy of which has been produced to and reviewed by the Director, with New World Hospitality UK Limited (previously known as Mariaba Investments Limited) a company incorporated in Jersey, whose registered office address is at PO Box 300, 2-6 Church Street, St. Helier, Jersey (previously at 38 Bedford Square, London WC1B 3EL) (the "**Assignor**") by which the Assignor assigns to the Company, the Trade Marks together with the goodwill of the business relating to the goods and services in respect of which the Trade Marks are registered to the Company as per the terms and conditions as set out in the Agreement.

**2. Resolutions**

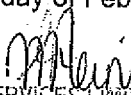
It was **RESOLVED** that:

- 2.1 The terms of the Agreement and the transactions contemplated under the Agreement be and hereby are approved;
- 2.2 Execution of the Agreement would be for the purposes of carrying on the Company's business and for the commercial benefit of and in the best interests of the Company;
- 2.3 The Agreement shall be and hereby is approved;
- 2.4 **CARLTON SERVICES LIMITED**, Director of the Company, (an "**Authorised Signatory**"), be and is hereby authorised and empowered to singly execute and deliver the Agreement for and on behalf of the Company.
- 2.5 The Authorised Signatory shall be and is hereby authorised to:
  - (a) do all acts and things so as to carry into effect the purpose of the resolutions referred to herein;
  - (b) execute and /or give any or all notices, certificates or other documents on behalf of the Company pursuant to or in connection with the Agreement or the transactions contemplated thereby; and
  - (c) to agree such amendments, variations, or modifications to the Agreement or such notices, communications or other documents as the Authorised Signatory may (in his absolute discretion) think fit.

Signed at Second Floor, Capital City, Independence Avenue, Victoria, Mahe, Seychelles

Dated this 19<sup>th</sup> day of February 2009

I CERTIFY THAT THIS IS A TRUE  
COPY OF THE ORIGINAL

  
CARLTON SERVICES LIMITED  
By Authorised Signatory  
Director: Carlton Services Limited



**TRADEMARK**