

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
Regan Mercantile, LLC		08/01/2009	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Evony, LLC		
Street Address:	2711 Centerville Road		
Internal Address:	PMB 6846 Suite 120		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77757673	EVONY	
Serial Number:	77757640	EVONY	
CORRESPONDENCE DATA			
Fax Number:	(302)691-1355		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6462334117		
Email:	benjamin@evony.com		
Correspondent Name:	Benjamin Gifford		
Address Line 1:	2711 Centerville Road		
Address Line 2:	PMB 6846 Suite 120		
Address Line 4:	Wilmington, DELAWARE 19808		
NAME OF SUBMITTER:	Benjamin L. Gifford		
Signature:	/Benjamin L. Gifford/		

OP \$65.00 77757673

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Date:

08/08/2009

Total Attachments: 8

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**Deed of Assignment
Of
Intellectual Property**

Evony, LLC

and

Regan Mercantile US, LLC

APPROVED, V1 20090730

For the purpose of this deed, the parties hereto have agreed that the following information shall be deemed to be true and correct:

PARTIES

Regan Mercantile US, LLC of Suite 2B 300 Rector Place New York, New York 10280 USA ("RM US") ("Assignor")

And

Evony, LLC of PMB 6846, 2711 Centerville Road, Suite 120, Wilmington, DE 19808 USA ("EVONY") ("Assignee")

BACKGROUND

- A. The Assignor has filed the trademarks listed in Schedule 1 with the United States Patent and Trademark Office.
- B. RM US agrees to assign all its Intellectual Property Rights listed in Schedule 1 to the assignee for the consideration and on terms as further defined in this deed, to EVONY.
- C. EVONY agrees to accept RM US's assignment of the Intellectual Property on the terms and conditions of this deed.

IT IS AGREED:

1. DEFINITIONS

- 1.1. **Intellectual Property Rights** means all and any patents, patent applications, trademarks, service marks, trade names, domain names, registered designs, unregistered design rights, copyrights, know how, trade secrets and rights in confidential information, URLs and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same, anywhere in the world.
- 1.2. **Relevant Rights** means all the rights, title and interest in, on, under or derived from the Trademarks, including without limitation:
 - 1.2.1. The trademarks; and
 - 1.2.2. The benefit of the trademarks and all rights arising from them; and
 - 1.2.3. All rights, powers, liberties and immunities associated with the trademarks; and
 - 1.2.4. All corresponding rights obtainable anywhere in the world in respect of the trademarks.
- 1.3. **Trademarks** means the USPTO trademark applications described in Schedule 1.

2. ASSIGNMENT

2.1. Assignment of Trademarks

2.1.1. In consideration of the sum of US\$1.00 paid by EVONY to RM US, receipt of which is hereby acknowledged, and other good and valuable consideration, RM US hereby assigns to EVONY, and EVONY accepts, RM US's entire right, title and interest (legal and beneficial) in the Intellectual Property Rights with effect from the date of this deed.

2.2. Delivery of Documents

2.2.1. The assignor must deliver up to EVONY on request all certificates of title, papers, plans, reports and items in relation to all the rights agreed to be assigned under clause 2.1.

3. FURTHER ASSURANCES

3.1. RM US agrees, on EVONY's request, to do all things (including the execution of documents) as may be necessary or desirable to vest, confirm, perfect and record EVONY's ownership rights in accordance with clause 2. This includes completing and filing form PTO-1594 (Attachment 1) with the USPTO and associated costs.

3.2. RM US must not take any action or assist any person to take action which may challenge the validity or ownership of the Intellectual Property Rights.

4. WARRANTIES AND REPRESENTATIONS

4.1. RM US represents and warrants to EVONY that:

4.1.1. it has full legal capacity and power to enter into this deed and to carry out the transactions that this deed contemplates;

4.1.2. this deed constitutes legal, valid and binding obligations, enforceable against RM US in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;

4.1.3. neither the execution of this deed nor the carrying out by RM US of the transactions that this deed contemplates, does or will;

4.1.4. contravene any law to which it is subject or any order of any government agency that is binding on it or any of its property;

4.1.5. or contravene any undertaking or instrument binding on it or any of its property; and

4.1.6. it has not charged or otherwise encumbered, assigned either in whole or in part, or has in any way dealt with the Intellectual Property Rights in a manner inconsistent with RM US's obligations under this deed and that the rights assigned under this deed not infringe the rights of third parties, or require the consent or approval of third parties when exercised by EVONY;

4.1.7. It has not granted any person any right to use all or any part of the Intellectual Property Rights; and

4.1.8. There is no litigation or claim pending or threatened, challenging or disputing the ownership of the Intellectual Property Rights.

5. CONFIDENTIALITY AND PUBLICITY

5.1. Existence of this Document

The parties agree that:

5.1.1.1. the terms of this document; and

5.1.1.2. the fact that the parties have entered into this document;

are confidential to EVONY and may not be disclosed to any other person except:

5.1.1.3. with the prior written consent of EVONY; which may be given or withheld by EVONY in its absolute discretion;

5.1.1.4. to the parties' financial or legal advisers for the purposes of obtaining professional advice or assistance;

5.1.1.5. for the purpose of enforcing or otherwise giving effect to the terms of this deed; or

5.1.1.6. if required by law.

6. GENERAL

6.1. Each party is to bear its own costs arising out of the negotiation, preparation, execution and (subject to other provisions of this deed) performance of this deed, however RM US must pay any applicable stamp duty and fees in connection with the assignment of the Intellectual Property Rights and notification of the relevant authorities.

6.2. This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

6.3. This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

7. NOTICES

7.1. Service of Notice

A notice or other communication required or permitted, under this document, to be served on a person must be in writing and may be served:

7.1.1. Personally on the person;

7.1.2. By leaving it at the person's current address for service;

7.1.3. By posting it by prepaid post addressed to that person at the person's current address for service; or

7.1.4. By facsimile to the person's current number for service.

7.2. Particulars for Service

7.2.1. The particulars for service of the Assignor are:

Address: Suite 2B
300 Rector Place
New York, NY 10280 USA

Facsimile number: (212) 656-1561

7.2.2. The particulars for service of the Assignee are:

Address: PMB 6846
2711 Centerville Road
Suite 120
Wilmington, DE 19808 USA

Facsimile number: (302) 691-1355

7.2.3. Any party may change the address or facsimile number for service by giving notice to the other parties.

7.2.4. If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

7.3. Time of Service

A notice or other communication is deemed served:

7.3.1. If served personally or left at the person's address, upon service;

7.3.2. If posted within the United States to a United States address, two Business Days after posting and in any other case, seven Business Days after posting;

7.3.3. If served by facsimile, subject to clause 7.3.4, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;

7.3.4. If received after 6:00pm in the place of receipt or on a day which is not a Business day, at 9:00am on the next Business Day.

8. INTERPRETATION

8.1. Governing Law and Jurisdiction

This document is governed by and is to be construed in accordance with the laws of the state of New York, United States of America. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New York and waives any right to object to proceedings being brought in those courts.

8.2. Persons

In this document, a reference to:

8.2.1. A person includes a firm, partnership, joint venture, association, corporation or other corporate body;

8.2.2. A person includes the legal personal representatives, successors and permitted assigns of that person; and

8.2.3. Any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.

8.3. Joint and Several

If a party consists of more than one person, this document binds them jointly and each of them severally.

8.4. This Document, Clauses and Headings

In this document:

8.4.1. a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;

8.4.2. a reference to a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this document all of which are deemed part of this document;

8.4.3. a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;

8.4.4. headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this document;

8.4.5. where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and

8.4.6. or any part of it is not to be construed against a party because that party drafted or proposed it.

8.4.7. where the expression **including** or **includes** is used it means "including but not limited to" or "including without limitation".

SIGNED, SEALED and DELIVERED
by REGAN MERCANTILE US, LLC

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Signature of Director

.....
Print name of Director

SIGNED, SEALED and DELIVERED
by EVONY, LLC

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Signature of Director

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Print name of Director

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Signature of Witness

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Print name

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Date

.....
Signature of Witness

.....
Print name

.....
Date

SCHEDULE 1

TRADEMARKS

COUNTRY

United States of America

United States of America

SERIAL NO.

77757640 filed June 11, 2009

77757673 filed June 11, 2009