

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Quitclaim Assignment of all right, title and interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MeasureUp, Inc.		03/30/2007	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Brillaro Holdings, LLC		
Street Address:	11660 Alpharetta Highway		
Internal Address:	Suite 490		
City:	Roswell		
State/Country:	GEORGIA		
Postal Code:	30076		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2291112	MEASUREUP	
CORRESPONDENCE DATA			
Fax Number:	(770)951-0933		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7709339500		
Email:	trademarks@tkhr.com, carla.stone@tkhr.com		
Correspondent Name:	Charles S. Murray, Jr.		
Address Line 1:	600 Galleria Parkway		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30339		
ATTORNEY DOCKET NUMBER:	191321-3010		
NAME OF SUBMITTER:	Charles S. Murray, Jr.		
Signature:	/Charles S. Murray, Jr./		

CH \$40.00 2291112

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**TRADEMARK
 REEL: 004064 FRAME: 0203**

Date:

09/18/2009

Total Attachments: 2

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QUITCLAIM BILL OF SALE

For good and valuable consideration, and in consideration of the payment of \$1.00, the receipt and sufficiency of which is hereby acknowledged, the undersigned MeasureUp, Inc. (the "Transferor") hereby releases, transfers, assigns, and conveys, on a quitclaim basis only, unto Brillan Holdings, LLC (the "Transferee") and its successors and assigns forever, all of Transferor's right, title and interest, if any, in the following described property:

The assets comprising the Transferor's products and services, including all the equipment, personal property, hardware, software, code, intellectual property and intangibles used in connection with such products and services and any rights to any associated domain names and websites used in connection with the Transferor's business.

Transferor hereby releases, transfers, assigns and conveys only such right, title and interest as it may hold; it being understood that said assets and chattels sold herein are sold subject to such prior liens, encumbrances and adverse claims, if any, that may exist, and Transferor disclaims any and all warranties thereto and Transferee accepts such assets and chattels without warranty of any kind.

Said assets are further released, transferred, assigned and conveyed, on a quitclaim basis only, and on an "AS IS, WHERE IS" basis and in the condition they are and where they are presently located, without warranty of any kind, whether express or implied.

Transferee agrees to indemnify the Transferor and hold Transferor harmless from and against any damages, losses, costs, expenses, fees (including reasonable attorneys' fees), liabilities and claims of any kind ("Damages") arising out of or resulting from any default by the Transferee in the performance of any covenant or obligation under any agreements relating to the Transferor's business, products and services arising after the date hereof.

This Quitclaim Bill of Sale shall be governed by, and construed in accordance with the internal laws of the State of New York.

In Witness Whereof, the undersigned have executed this Quitclaim Bill of Sale on this 30th day of March, 2007.

TRANSFEROR:

MeasureUp, Inc.

By: 

Name: MICHAEL D'AMICO
Title: SVP FINANCE + CEO

TRANSFeree:

Brillaro Holdings, LLC

By: 

Name: Kevin Bruce
Title: President