

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Progressive Group Alliance, LLC		12/17/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Red Diamond, Inc.		
Street Address:	1701 Vanderbilt Road		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35234		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2848608	CITY STEAM	
CORRESPONDENCE DATA			
Fax Number:	(205)488-5719		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(205) 226-3403		
Email:	dburkholder@balch.com		
Correspondent Name:	David R. Burkholder		
Address Line 1:	1901 Sixth Avenue North		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	003856-002		
NAME OF SUBMITTER:	David R. Burkholder		
Signature:	/davidburkholder/		
Date:	01/06/2010		

OP \$40.00 2848608

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Assignment of Intellectual Property Rights ("Assignment") is dated as of 12/17/09 (the "Effective Date") by and between Progressive Group Alliance, LLC, with a principal place of business at 7420 Ranco Road, Richmond, Virginia 23228 (the "Assignor") and Red Diamond, Inc., with a principle place of business at 1701 Vanderbilt Road, Birmingham, AL 35234 (the "Assignee").

WHEREAS, the Assignor has determined it is in its best interests to convey the Intellectual Property to the Assignee; and

WHEREAS, the Assignor desires to assign all of Assignor's rights in and to the Intellectual Property to the Assignee in accordance with the terms and conditions set forth below.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor acknowledges that it is indebted to Assignee for previous business transactions. In consideration of the release from that indebtedness in the sum of fifty-four thousand five hundred eighty-one and 57/100 dollars (\$54,581.57), the Assignor does hereby sell, assign, transfer, deliver and convey to Assignee the entire right, title, interest in and to the following described property (the "Trademark") in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademark):

<u>Mark</u>	<u>US Registration No.</u>	<u>US Serial No.</u>
CITY STEAM	2,848,608	76/428,636

2. Authorization and Cooperation. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for Trademark to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademark.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee that it is assigning all of its right, title and interest to the Trademark hereby, and that it conveys the Trademark to Assignee free and clear of any liens or encumbrances. Assignor further represents and warrants as of the Effective Date that Assignor has not heretofore assigned, licensed or otherwise transferred the Trademark. Assignor further represents and warrants as of the Effective Date that there are no claims or threatened claims including, without limitation, cease-and-desist letters, trademark infringement, copyright infringement, invalidity, dilution, sponsorship claims or any administrative actions against it as an Assignor.

4. Counterparts. This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

5. Authority. Each of the undersigned represents and warrants that he/she is duly and validly authorized to execute this Assignment.

6. Entire Agreement. This Assignment and the attached Acknowledgement and Release constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both oral and written, between the parties with respect to the subject matter of this Assignment. This Assignment may not be modified except by means of a writing signed by both parties.

7. Binding Effect. This Assignment is binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Assignment shall be construed and interpreted in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR

PROGRESSIVE GROUP ALLIANCE, LLC

By: Jeffery W. Fender

Title: VP + Treasurer

STATE OF VA :
:
COUNTY OF :
Goochland

On this 17th day of December, 2009, before me, a Notary Public in and for the State and County aforesaid, personally appeared Jeffery W. Fender, known by me to be the person of the above name and an officer of **Progressive Group Alliance, LLC**, duly authorized to execute this Assignment on behalf of Progressive Group Alliance, LLC, and who signed and executed the foregoing instrument on behalf of **Progressive Group Alliance, LLC**.

Given under my hand and seal of office this 17th day of December, 2009.

My commission expires:

6/30/2012

Margaret H. Smither
Notary Public



ASSIGNEE

RED DIAMOND, INC.

By: William A. Bowers Jr.

Title: CHAIRMAN, PRESIDENT & CEO

STATE OF :

COUNTY OF :

On this 30 day of December, 2009, before me, a Notary Public in and for the State and County aforesaid, personally appeared William A. Bowers Jr. known by me to be the person of the above name and an officer of **Red Diamond, Inc.**, duly authorized to execute this Assignment on behalf of Red Diamond, Inc., and who signed and executed the foregoing instrument on behalf of **Red Diamond, Inc.**

Given under my hand and seal of office this 30 day of December, 2009.

My commission expires:

MY COMMISSION EXPIRES DECEMBER 29, 2011

William A. Bowers Jr.
Notary Public