

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURED PARTY BILL OF SALE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GATEWAY ACCEPTANCE COMPANY		05/03/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NEWBLUE HOLDINGS LLC		
Street Address:	2340 POWELL ST. #142		
City:	EMERYVILLE		
State/Country:	CALIFORNIA		
Postal Code:	94608		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2354501	BLUE MARLIN	
Registration Number:	2408486	BLUE MARLIN	
Registration Number:	2656473		
CORRESPONDENCE DATA			
Fax Number:	(415)592-1696		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-699-9079		
Email:	RICK.NEWBLUE@GMAIL.COM		
Correspondent Name:	RICK ASHLEY		
Address Line 1:	2340 POWELL ST, #142		
Address Line 4:	EMERYVILLE, CALIFORNIA 94608		
NAME OF SUBMITTER:	RICHARD C ASHLEY, JR.		
Signature:	/RICHARD C. ASHLEY, JR./		

OP \$90.00 2354501

900162074

**TRADEMARK
 REEL: 004205 FRAME: 0156**

Date:

05/12/2010

Total Attachments: 2

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SECURED PARTY BILL OF SALE

Date: MAY 3, 2010

In consideration of the sum of \$ 307,029.26 Dollars (~~\$307,029.26~~), GATEWAY ACCEPTANCE COMPANY ("Secured Party") hereby sells, transfers, and assigns to NEW BLUE HOLDINGS LLC ("Purchaser"), and Purchaser hereby accepts delivery of, all the right, title, and interest of Blue Marlin Corporation ("Debtor") in and to the property described on Exhibit A, including tangible and intangible assets of Debtor, any and all trademarks and any and all goodwill associated with the property therewith (collectively, the "Collateral").

1. Secured Party is a corporation duly organized, validly existing, and in good standing under the laws of the State of California, and has all necessary corporate power and authority to deliver this Secured Party Bill of Sale to Purchaser and to convey to Purchaser the Collateral.

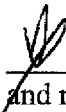
2. Secured Party holds a valid, perfected, and first priority security interest in the Collateral.

3. Debtor is in default of its obligations to Secured Party and Secured Party is entitled to sell the Collateral under the terms of written agreements between Debtor and Secured Party, the provisions of the California Commercial Code, and other applicable laws.


4. The disposition of the Collateral affected by this Secured Party Bill of Sale transfers to Purchaser all of the Debtor's rights therein, discharges Secured Creditor's security interest. Purchaser takes free of all such rights and interests even if Secured Party fails to comply with the requirements of Chapter 5 of Division 9 of the California Commercial Code or of any judicial proceedings (a) where transfer is by public sale, if Purchaser has no knowledge of any defects in the sale and does not buy in collusion with Secured Party, other bidders, or the person conducting the sale; or (b) in any other case if Purchaser acts in good faith.

5. Upon purchase of the Collateral pursuant to this Secured Party Bill of Sale, Purchaser will have purchased the Collateral free and clear of all rights and interests of Debtor and Secured Party.

Except for those representations and warranties set forth in paragraphs 1 through 5, Purchaser agrees that the Collateral is transferred without any warranties or representations of any kind, express or implied, including any warranties as to the merchantability or fitness of the Collateral for use or sale. There are no warranties which extend beyond the description of the face hereof and Buyer agrees that the Collateral is placed at Buyer's disposal in "as is" and "where is" condition.

 Purchaser acknowledges that it has inspected and evaluated the Collateral and is aware of and relies solely on his own knowledge of its value. Purchaser agrees that Secured Party has made no representation, warranty, statement of fact, or expression of opinion to Purchaser with regard to the Collateral, except as stated herein, and is not now and was not heretofore under any duty to do so. Purchaser agrees that Secured Party has made, with respect to the Collateral, no warranty or affirmation of fact, promise, description, model, or sample of the Collateral.

All representations, warranties, and agreements of Secured Party set forth in this Secured Party Bill of Sale shall be deemed continuing representations, warranties, and agreements made by Secured Party and shall survive the date hereof.

SECURED PARTY: GATEWAY ACCEPTANCE COMPANY
Signature: 
Title: SENIOR CREDIT OFFICER

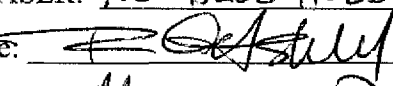
PURCHASER: NEWBLUE HOLDINGS LLC
Signature: 
Title: MANAGING DIRECTOR

Exhibit A Description of Collateral

Debtor's right, title and interest of every kind and nature in and to all accounts, chattel paper, deposit accounts, documents, electronic chattel paper, equipment, general intangibles, goods, instruments, inventory, investment property, payment intangibles and software belonging to the Debtor, in each case whether tangible or intangible, wherever located or situated, including all trademarks, all and any and all goodwill associated with the property and all claims and causes of action accruing at any time and all other rights of the Debtor of any nature whatsoever.