

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Paul Scialla | | 06/11/2010 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Delos Living, LLC | | |
| Street Address: | 54 Thompson Street | | |
| Internal Address: | 4th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77502579 | DELOS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)509-0406 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | paul.vincenti@vincenti.com | | |
| Correspondent Name: | Paul J. Vincenti, Esq. | | |
| Address Line 1: | 80 Broad Street | | |
| Address Line 2: | 12th Floor | | |
| Address Line 4: | New York, NEW YORK 10004 | | |
| NAME OF SUBMITTER: | Paul J. Vincenti | | |
| Signature: | /Paul J. Vincenti/ | | |
| Date: | 07/19/2010 | | |
| Total Attachments: 1 | | | |

OP \$40.00 77502579

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**TRADEMARK
 REEL: 004244 FRAME: 0388**

DEED OF ASSIGNMENT OF TRADEMARKS

AGREEMENT made as of June 11, 2010 between Paul Scialla, an individual with a residential address of 345 West 13th Street, Unit 2D, New York, NY ("Assignor") and Delos Living, LLC, a New York limited liability company with principal address located at 54 Thompson Street, 4th Floor, New York, NY 10018, New York, NY, ("Assignee").

For good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

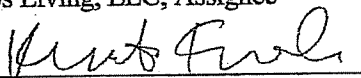
1. **Assignment of the DELOS and DELOS LIVING Trademarks.** Assignor is the sole owner of all right, title and interest in and to the United States trademarks **DELOS, U.S. Trademark Serial No. 77502579** and **DELOS LIVING, U.S. Trademark Serial No. 77502590**. Assignor hereby assigns, conveys, transfers and quitclaims unto Assignee all of Assignor's right, title and interest, and all attendant good will, in and to those two trademarks and trademark applications.

2. **General Provisions.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and their respective successors and assigns, except that neither party shall assign any of its rights or obligations hereunder without the prior consent of the other party. No amendment or subsequent addition to this Agreement, and no representations, agreement, consent, permission, acceptances or grant or modification of any right or obligation in connection herewith shall be effective unless made in a writing duly executed by all of the parties. No oral agreement or representation subsequently made, by the parties, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall amend this Agreement or impair or otherwise affect any party's obligations pursuant to this Agreement. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, and where applicable, of the United States, without regard to principles of conflict of laws. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

Paul Scialla, Assignor

Delos Living, LLC, Assignee

By: 

Name: Renato Termale

Title: Director of Business + Legal Affairs