

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
Mr. Brian K. Atwood		09/07/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	BA Holding Group, Inc.		
Street Address:	2020 Union Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94123		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3347528	BRIAN ATWOOD	
Registration Number:	2748583	BRIAN ATWOOD	
CORRESPONDENCE DATA			
Fax Number:	(312)729-6540		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-794-8040		
Email:	kschoeneberger@dl.com		
Correspondent Name:	Keith P. Schoeneberger		
Address Line 1:	180 North Stetson, Suite 3700		
Address Line 2:	Two Prudential Plaza		
Address Line 4:	Chicago, ILLINOIS 60611-6710		
ATTORNEY DOCKET NUMBER:	312832-00001		
NAME OF SUBMITTER:	Keith P. Schoeneberger		
Signature:	/Keith P. Schoeneberger/		

OP \$65.00 3347528

Date:

09/08/2010

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective as of the 3rd day of August 2010 (the "Effective Date"), from Brian Atwood, an individual (hereinafter referred to as "Assignor"), to BA Holding Group, Inc., a Delaware corporation (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark registrations identified on Schedule A (collectively, the "Trademarks"), together with the goodwill appurtenant to all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Trademarks as part of the entire business to which the Trademarks pertain, in the United States and all jurisdictions outside the United States, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to apply for trademark registration outside the United States based in whole or in part upon said Trademarks, and the right to renew the trademark registrations, and every priority right that is or may be predicated upon or arise from said Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

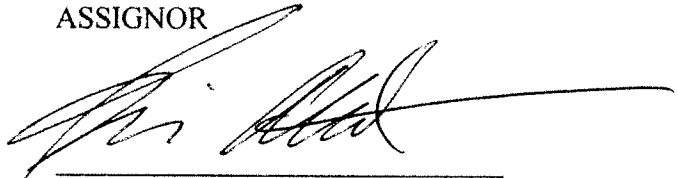
Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer the ownership of all registrations and applications for the Trademarks to Assignee as owner of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

Assignor will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.

Assignor further covenants and agrees that Assignor will at any time upon request of Assignee, and at Assignee's expense, communicate to Assignee any facts relating to the Trademarks known to Assignor, and that Assignor will testify upon the request of Assignee as to the same in any proceeding in the United States Patent and Trademark Office or in connection with any litigation involving the Trademarks.

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

ASSIGNOR

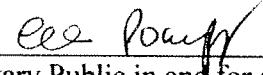


Brian Atwood

ACKNOWLEDGMENT OF ASSIGNOR'S SIGNATURE:

State of New York
County of New York

On this 7th day of September, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brian Atwood, known to me to be the person who executed the within instrument.



Notary Public in and for said
County and State

ACCEPTED:

ASSIGNEE

BA HOLDING GROUP, INC.

By: 

Authorized Signatory

CELIA POMPEY
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN NEW YORK COUNTY
NO. 01PO4987223
MY COMMISSION EXPIRES ~~08/31/2011~~ 4/12/2014

SCHEDULE A

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>REG. NO.</u>
BRIAN ATWOOD (Cl. 18)	77133397	3347528
BRIAN ATWOOD (Cl. 25)	76975487	2748583