

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
Just Passing Time, Inc.		08/31/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Nexus Associates, LLC		
Street Address:	9150 CR 630 East		
City:	Frostproof		
State/Country:	FLORIDA		
Postal Code:	33843		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75048290	NEXUS	
Serial Number:	77068844	NEXUS	
Serial Number:	78606641	NEXUS	
CORRESPONDENCE DATA			
Fax Number:	(954)522-9123		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	954-522-2200		
Email:	stacy.schwartz@brinkleymorgan.com		
Correspondent Name:	Stacy M. Schwartz, Esq.		
Address Line 1:	200 East Las Olas Blvd		
Address Line 2:	19th FL		
Address Line 4:	Fort Lauderdale, FLORIDA 33301		
ATTORNEY DOCKET NUMBER:	014992-10001		
NAME OF SUBMITTER:	Stacy M. Schwartz		

CH \$90.00 75048290

Signature:	/Stacy M. Schwartz/
Date:	10/05/2010
Total Attachments: 2 source=Trademark Assignment#page 1.tif source=Trademark Assignment#page2.tif	

ASSIGNMENT OF TRADEMARKS AND TRADE NAME

THIS ASSIGNMENT OF TRADEMARKS AND TRADE NAME is effective this 31st day of August, 2010, by and between Just Passing Time, Inc., a Florida Corporation ("Assignor") and Nexus Associates, LLC, a Florida Limited Liability Company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an Asset Purchase and Sale Agreement effective August 31, 2010, whereby Assignor sold, conveyed and transferred certain assets and property, as fully described therein (the "Agreement"); and

WHEREAS, As part of the Agreement, Assignor has conveyed to Assignee all of its right, title and interest in and to its trademarks and trade names, including but not limited to all right, title and interest in the following Trademark Applications and Trademark Registrations (the "Marks"):

Country	Trademark	Serial No.	Reg. No.
United States	NEXUS	75/048,290	2,058,420
United States	NEXUS	77/068,844	
United States	NEXUS	78/606,641	3,349,518
United States	Watch R Deals	78/826,036	3,814,535
Canada	NEXUS & design	1,333,740	
Canada	NEXUS	1,332,493	775,132

WHEREAS, Assignor has represented and warranted that it owns all right, title and interest in and to the Marks, and that the Marks have not been assigned, pledged or transferred to any third party.

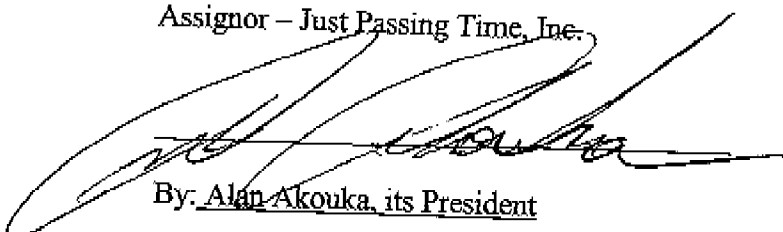
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged in the Agreement and herein, the Parties agree as follows:

1. Assignor hereby transfers, sets over, conveys and assigns to Assignee any and all of Assignor's right, title and interest to utilize the Marks along with the on-going and existing business associated with the Marks, the right to use trade names, logos, service marks, and similar design identification marks, the goodwill of the business symbolized thereby, and any and all pending applications and registrations.

Assignment of Trademarks and Trademark
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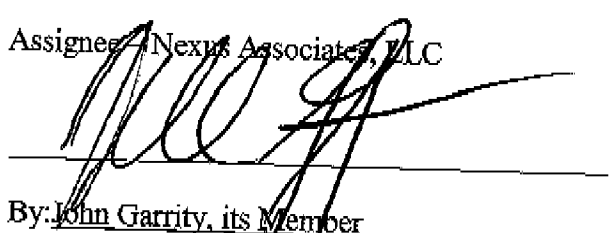
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

Assignor – Just Passing Time, Inc.



By: Alan Akouka, its President

Assignee – Nexus Associates, LLC



By: John Garrity, its Member

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