

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blue-Grace Group, LLC		10/25/2010	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blue-Grace I.P. LLC		
<b>Street Address:</b>	2846 S. Falkenburg Rd.		
<b>City:</b>	Riverview		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33578		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3748784	BLUE GRACE LOGISTICS	
Registration Number:	3798456	BG	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(314)469-4850		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(314) 469-2610		
Email:	tmattorneyheller@aol.com		
Correspondent Name:	Annette P. Heller		
Address Line 1:	14323 S. Outer Forty Dr.		
Address Line 2:	Suite 512 S		
Address Line 4:	Chesterfield, MISSOURI 63017		
ATTORNEY DOCKET NUMBER:	B275 002MI		
NAME OF SUBMITTER:	Annette P. Heller		
Signature:	/aph72met/		

OP \$65.00 3748784

Date:

01/21/2011

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is entered into effective the 25th day of October, 2010 by and between **BLUE-GRACE GROUP, LLC**, a Florida limited liability company ("Assignor") with its principle place of business at 2846 S. Falkenburg Rd., Riverview, FL 33578, and **BLUE-GRACE I.P. LLC**, a Florida limited liability company ("Assignee") with its principle place of business at 2846 S. Falkenburg Rd., Riverview, FL 33578.

WHEREAS, Assignor is the owner of the trademarks identified in Schedule A to this Assignment (collectively "Trademarks"), including all common law rights related thereto, and made a part hereof;

WHEREAS, Assignee is an affiliated company under common ownership with Assignor that will license the Trademarks to another affiliated franchise company and various third parties; and

WHEREAS, Assignor and Assignee desire that Assignor convey all of its right, title and interest in and to the Trademarks to Assignee to effectuate the purposes stated herein.

NOW, THEREFORE, in consideration of, among other things, the payment by Assignee to Assignor of the amount of Ten Dollars and No/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Assignor sells, grants, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the Trademarks set forth in Schedule A hereto and all common law rights related thereto, (ii) the registrations and applications for registrations thereof, and (iii) the goodwill of the business connected with the use thereof and symbolized thereby.

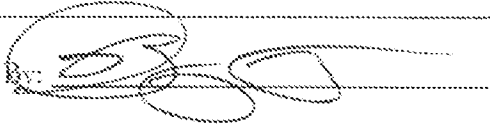
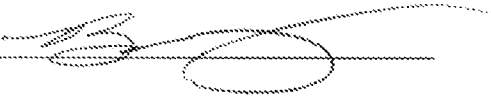
2. Further Assurances. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Assignment in favor of Assignee even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.

3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Florida without giving effect to the conflict of laws rules thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have caused this Assignment to be executed in duplicate.

<b>ASSIGNOR:</b>  <b>BLUE-GRACE GROUP, LLC,</b> a Florida limited liability company	<b>ASSIGNEE:</b>  <b>BLUE-GRACE I.P. LLC,</b> a Florida limited liability company
By: 	By: 
Name: <u>Robert Harris</u>	Name: <u>Robert Harris</u>
Title: <u>CEO + President</u>	Title: <u>CEO + President</u>

Final Document:  
Approved by Blue-Grace  
Business/Finance/Legal  
B, MD, vb

**SCHEDULE A: TRADEMARKS**

PRINCIPAL TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
BLUE GRACE LOGISTICS word mark plus DESIGN	3,748,784	February 16, 2010
BG word mark plus DESIGN	3,798,456	June 8, 2010
BLUEGRACE word mark		
DOC TO DOC word mark		
DOC TO DOC word mark plus DESIGN		
DEEPBLUE word mark		
DEEP BLUE word mark plus DESIGN		
BLUETRACK word mark		
BLUESHIP word mark		
BLUE SHIP word mark plus DESIGN		
BLUE GRACE EXPEDITED word mark plus DESIGN		