

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 |
| Blue Tulip Corporation | | 01/21/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Branded, LLC | | |
| Street Address: | 3333 Lee Parkway 6th Floor | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75219 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: GEORGIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3043740 | BLUE TULIP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (740)892-3860 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 7408922118 | | |
| Email: | JeffMFurr@FurrLawFirm.com | | |
| Correspondent Name: | Jeffrey M. Furr | | |
| Address Line 1: | 2622 Debolt Road | | |
| Address Line 4: | Utica, OHIO 43080 | | |
| NAME OF SUBMITTER: | | Jeffrey M. Furr | |
| Signature: | | /jmf/ | |
| Date: | | 01/29/2011 | |
| Total Attachments: 3 source=bluetulipassignment1#page1.tif | | | |

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EXHIBIT A

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into as of January __, 2011 by and between Blue Tulip Corporation ("Assignor"), a corporation organized under the laws of the State of Delaware, having an address in care of Young Conaway Stargatt & Taylor, LLP, 1000 West Street, 17th Floor, Wilmington, Delaware 19801, and Branded, LLC, a Georgia limited liability company having a principal business address at 3333 Lee Parkway Sixth Floor Dallas, Texas, 75219 ("Assignee").

WHEREAS Assignor owns the trademark listed on Schedule A attached hereto, including any federal registrations or applications that may have been prepared in connection whterewith, together with all common law rights and corresponding goodwill resulting from such trademark (collectively referred to as the "Intellectual Property"); and

WHEREAS, Pursuant to the Purchase Agreement dated as of January __, 2011 by and between Assignor and Assignee, Assignor has agreed to assign the aforesaid Intellectual Property to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree, as follows:

1. Transfer of Assigned Mark. Assignor does hereby assign and transfer to Assignee, effective as of January 21, 2011, all of its right, title, and interest in and to all of the Intellectual Property, including (a) the trademark listed on Exhibit A hereto; (b) all designs and logos incorporating the trademark; (c) all common law rights in such trademark as used by Assignor; (d) the good will of the business symbolized by the trademark; (e) all registrations and applications relating to the trademark, as applicable; (f) all income, royalties, fees and payments, now or hereafter due in respect of the trademark; and (g) the right to sue and recover for past infringement of the trademark, if any.

2. Subject to Purchase Agreement. This assignment is subject to and in accordance with the provisions of the Purchase Agreement. Assignor agrees to execute any and all documents which are required to perfect the assignment of the Intellectual Property.

Signature Page Follows

IN WITNESS WHEREOF, Assignor has signed this Assignment this ___ day of January, 2011.

BLUE TULIP CORPORATION

By: [Signature]
Name: Patrick Farrell
Title: Chief Financial Officer

STATE OF New York :
COUNTY OF Westchester :

SS.

On this 5 day of January, 2011, before me appeared Patrick Farrell, the person who signed this instrument, who acknowledged that he signed it as his own free act on behalf of Blue Tulip Corporation.

DONALD GOLDSMITH
Notary Public, State of New York
No. 01608021634
Qualified in Westchester County
Commission Expires Dec. 6, 2012

[Signature]
Notary Public
My Commission Expires: 12/6/2013

The foregoing assignment is hereby accepted by and on behalf of Branded, LLC:

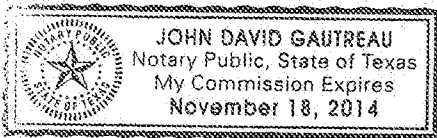
BRANDED, LLC

By: [Signature]
Name: KEITH E. JOHNSTON
Title: MANAGER

STATE OF TEXAS :
COUNTY OF DALLAS :

SS.

On this 21 day of January, 2011, before me appeared KEITH JOHNSTON, the person who signed this instrument, who acknowledged that he signed it as his own free act on behalf of Branded, LLC.



[Signature]
Notary Public
My Commission Expires: 11-18-2014
JOHN DAVID GAUTREAU

Schedule A

| Property Type | Number | Word Mark |
|----------------------------------|------------------|-------------------|
| USPTO Serial Number: 76600088 | Reg. No. 3043740 | "Blue Tulip" |
| Domain Name | | www.BlueTulip.com |

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