

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	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>
Mr. Nicola Andreatta		02/21/2011	INDIVIDUAL: ITALY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	N.W.C. SA		
<b>Street Address:</b>	Via Corti 5		
<b>City:</b>	Balerna		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	6828		
<b>Entity Type:</b>	CORPORATION: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2950180	NOA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)398-0681		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-596-0590		
<b>Email:</b>	squigley@ostrolenk.com		
<b>Correspondent Name:</b>	Stephen J. Quigley		
<b>Address Line 1:</b>	Ostrolenk Faber LLP		
<b>Address Line 2:</b>	1180 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	5476-17		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Douglas A. Miro, Esq.		
<b>Address Line 1:</b>	Ostrolenk Faber LLP		
<b>Address Line 2:</b>	1180 Avenue of the Americas		

OP \$40.00 2950180

**900184966**

**TRADEMARK  
 REEL: 004486 FRAME: 0591**

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Stephen J. Quigley
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Signature:	/stephen j quigley/
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Date:	02/25/2011
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between NWC, SA , a corporation formed in accordance with the laws of Lugano ,Switzerland (the "Assignee"), and Individual Nicola Andreatta , citizen of Italy with a residence at Via Palazetto 91 , 22100 ,COMO ,ITALY individually,( the "Assignor").

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee are executing an Intellectual Property Assignment Agreement to which this Assignment is referenced and attached;

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and the corresponding registrations and/or applications for registration set forth on Exhibit 1 (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may



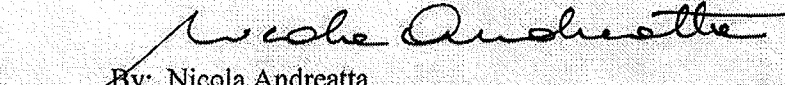
TRADEMARK

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be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR

  
By: Nicola Andreatta

Title: Owner

Deed nr. 9926 (nine thousand nine hundred twenty-six) -----  
On this 21<sup>st</sup> day of February, 2011, before me, a Notary Public to the CANTON TICINO,--  
personally appeared **Mr. NICOLA ANDREATTA**, Italian citizen, born in Cantù (Italy) on  
the 24.02.1973 and resident in Como (Italy), as an individual known by- me to be the -----  
person of the above name, duly authorized to execute this Assignment and who signed and  
executed the foregoing instrument.-----



Given under my hand and seal of office this 21 day of Febraury, 2011

My commission expires:

Indefinitely

Avv. Elio Fiscalini

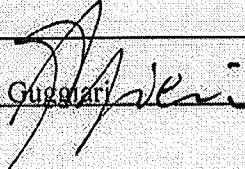
Notary Public

C.so San Gottardo 14, 6830 Chiasso (Switzerland)

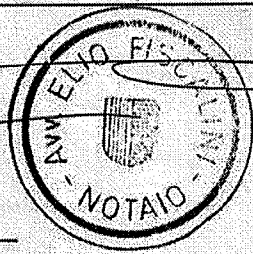
Address

ASSIGNEE

NWC.SA

By: Andrea Guggiaro 

Title:



*Nicola Andreatta*

Title: \_\_\_\_\_

Deed nr. 9927 (nine thousand nine hundred twenty-seven)-----  
On this 21<sup>st</sup> day of February, 2011, before me, a Notary Public to the CANTON TICINO,  
personally appeared **NICOLA ANDREATTA**, Italian citizen, born in Cantù (Italy) on the  
24.02.1973 and resident in Como (Italy), known by me to be the person of the above name  
and an officer of N.W.C. SA, duly authorized to execute this Assignment on behalf of  
N.W.C. SA, and who signed and executed the foregoing instrument on behalf of N.W.C.  
SA.-----



Given under my hand and seal of office this 21 day of February, 2011

My commission expires:

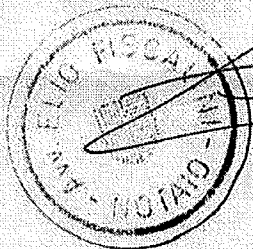
Indefinitely

Avv. Elio Fiscalini

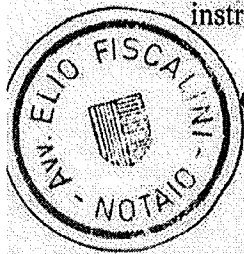
Notary Public

C.so San Gottardo 14, 6830 Chiasso (Switzerland)

Address



Deed nr. 9928 (nine thousand nine hundred twenty-eight) -----  
On this 21<sup>st</sup> day of February, 2011, before me, a Notary Public to the CANTON TICINO,--  
personally appeared **Mr. ANDREA GUGGIARI**, Italian citizen, born in Como (Italy) on--  
the 10.04.1976 and resident in Como (Italy), known by me to be the person of the above----  
name and an officer of the Company N.W.C. SA, duly authorized to execute this-----  
Assignment on behalf of N.W.C. SA, and who signed and executed the foregoing-----  
instrument on behalf of N.W.C. SA. -----



Given under my hand and seal of office this 21 day of February, 2011

My commission expires:

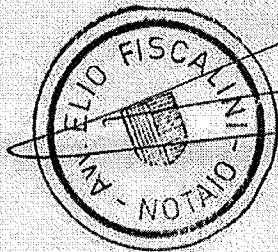
Indefinitely

Avv. Elio Fiscalini

Notary Public

C.so San Gottardo 14, 6830 Chiasso (Switzerland)

Address



**Exhibit 1**

**Trademarks**

[List of Trademarks, including application number and other identifiers, conveyed under this Assignment]

- Trademark "NOA " , USA Application serial Number; 2950180 class 14