

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
Agency USA, Inc.		02/18/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	VSS-Red 7 Holdings LLC		
Street Address:	10 Norden Place		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06855		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2009019	AGENDA WASHINGTON	
Registration Number:	2072675	AGENDA BOSTON	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	76127-013		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
Signature:	/Jenifer deWolf Paine/		

CH \$65.00 2009019

Date:

04/14/2011

Total Attachments: 3

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ASSIGNMENT

This ASSIGNMENT is made as of the 18th day of February 2011 by and between Agency USA, Inc., a New York corporation ("Assignor"), on the one hand, and VSS-Red 7 Holdings LLC, a Delaware limited liability company ("Assignee"), on the other hand.

WHEREAS, Assignor owns the trademarks and corresponding applications or registrations therefor (collectively the "Trademarks") listed on the attached Schedule A;

WHEREAS, Assignee is acquiring the Trademarks from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Trademarks, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.

Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Trademarks as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

AGENDA USA, INC.

VSS-RED 7 HOLDINGS LLC

By: [Signature]
Printed name: Kent Smith
Title: President

By: _____
Printed name: _____
Title: _____

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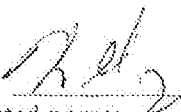
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AGENCY USA, INC.

VSS-RED 7 HOLDINGS LLC

By: _____
Printed name: _____
Title: _____

By:  _____
Printed name: _____
Title: _____

TRADEMARKS

AGENDA USA INC.

<u>MARK</u>	<u>REG. NO.</u>	<u>ISSUE DATE</u>	<u>DUE DATE</u>
AGENDA WASHINGTON	2,009,019	10/15/1996	10/15/2016
AGENDA BOSTON	2,072,675	06/17/1997	06/17/2017