

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
BlackArch, Inc.		08/23/2011	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	BlackArch Partners LP		
Street Address:	121 WEST TRADE STREET		
Internal Address:	28th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	LIMITED PARTNERSHIP: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85039698	BLACKARCH	
Serial Number:	85039701	BLACKARCH PARTNERS	
Serial Number:	85316533	ROADMAP FOR ACTION	
CORRESPONDENCE DATA			
Fax Number:	(919)755-6093		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9194842327		
Email:	ipdocketing@wcsr.com		
Correspondent Name:	Sarah Anne Keefe		
Address Line 1:	Womble Carlyle Sandridge & Rice, PLLC		
Address Line 2:	P.O. Box 13069		
Address Line 4:	Research Triangle Pk, NORTH CAROLINA 27709		
ATTORNEY DOCKET NUMBER:	64141.2.1/BLAK0001-0003		

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**TRADEMARK
 REEL: 004610 FRAME: 0417**

NAME OF SUBMITTER:	Sarah Anne Keefe
Signature:	/sarahannekeefe/
Date:	08/24/2011
Total Attachments: 3 source=BlackArch - Service Mark Assignment BAI to BAP#page1.tif source=BlackArch - Service Mark Assignment BAI to BAP#page2.tif source=BlackArch - Service Mark Assignment BAI to BAP#page3.tif	

ASSIGNMENT OF SERVICE MARKS

THIS ASSIGNMENT OF SERVICE MARKS (this "Assignment"), dated as of August 23, 2011 ("Effective Date"), is from BLACKARCH, INC., a North Carolina corporation ("Assignor"), to BLACKARCH PARTNERS LP, a limited partnership organized under the laws of the state of North Carolina ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) all trademark applications and registrations in the United States for the marks in the attached Schedule A, (ii) any and all trademark, service mark and intellectual property rights, including rights of priority, in said marks, ((i) and (ii) collectively the "Service Marks") and (iii) any and all goodwill of the business associated with the Service Marks;

WHEREAS, Assignee, is successor to the business of Assignor, or that portion of the ongoing and existing business to which the Service Marks pertain and desires to acquire the Service Marks and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this assignment; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Service Marks and goodwill to Assignee.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest in and to (i) the Service Marks, and (ii) the goodwill of the business symbolized by the Service Marks, and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of any of the rights granted by this Assignment, including all claims for injunctive or declaratory relief, restitution, damages (including any statutory, enhanced or punitive damages), profits, costs (including attorneys' fees) and for other monetary award, with the right to sue for and collect the same in any court of competent jurisdiction, for Assignee's sole benefit.

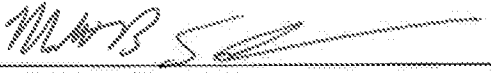
2. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Service Marks, the Service Mark registrations and applications thereof, and all other rights hereby conveyed.

3. The expression "the Assignor" and "the Assignee" shall, where the context so admits, include their respective legal successors, representative, and assigns.

4. Subject to the terms hereof, Assignee accepts such assignment of the Service Marks and goodwill.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their respective authorized officer, to be effective as of the Effective Date.

BLACKARCH, INC.

By: 
Name: Matthew B. Salisbury
Title: President

Date: 8-23-11

BLACKARCH PARTNERS LP

By: BlackArch, Inc.

Date: 8-23-11

Its: General Partner


By: 
Name: Matthew B. Salisbury
Title: President

EXHIBIT A – Trademark

Mark	Serial No.	Filing Date	(Class) Goods and Services
BLACKARCH	85/039,698	May 16, 2010	<p>(35) Business consulting services, namely, providing advice relating to mergers and acquisitions, the purchase, sale, and valuation of companies, and raising capital</p> <p>(36) Financial management services; investment banking services; financial consulting services; and private placement of securities</p>
BLACKARCH PARTNERS	85/039,701	May 16, 2010	<p>(35) Business consulting services, namely, providing advice relating to mergers and acquisitions, the purchase, sale, and valuation of companies, and raising capital</p> <p>(36) Financial management services; investment banking services; financial consulting services; and private placement of securities</p>
ROADMAP FOR ACTION	85/316,533	May 10, 2011	<p>(35) Business consulting service, namely, the provision of financial advisory and consulting services to private business owners contemplating a corporate finance transaction, namely a merger or acquisition, a debt recapitalization, an equity capital raise or implementation of an Employee Stock Ownership Plan</p> <p>(36) Financial planning and management services, and investment banking services to private business owners</p>