

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
GramercyOne, LLC		10/14/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GramercyOne Technology Corp.		
Street Address:	257 Park Avenue South		
Internal Address:	Floor 11		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4046713	GRAMERCYONE	
Registration Number:	3923549	SALONBOOKER	
Registration Number:	3527513	SPABOOKER	
CORRESPONDENCE DATA			
Fax Number:	(714)546-9035		
Phone:	(714) 641-5100		
Email:	ezaskoda@rutan.com, scain@rutan.com, trademarks@rutan.com, rmarr@rutan.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Erin R. Zaskoda		
Address Line 1:	611 Anton Boulevard		
Address Line 2:	Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

CH \$90.00 4046713

ATTORNEY DOCKET NUMBER:	028835.0001
NAME OF SUBMITTER:	Erin R. Zaskoda
Signature:	/Erin R. Zaskoda/
Date:	10/28/2011
Total Attachments: 3 source=22. Trademark Assignment#page1.tif source=22. Trademark Assignment#page2.tif source=22. Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of October 14, 2011, by GramercyOne, LLC, a Delaware limited liability company ("Assignor"), in favor of GramercyOne Technology Corp., a Delaware corporation ("Assignee").

RECITALS

A. Assignor is the registered owner of all right, title and interest in, to and under certain trademarks, including, without limitation, those listed on Schedule A hereto (the "Trademarks").

B. Assignor has agreed in that certain Contribution Agreement of even date herewith (the "Contribution Agreement") between Assignor and Assignee, to contribute to Assignee all its right, title and interest in, to and under the Trademarks. Terms used herein but not defined herein shall have the meanings assigned to such terms in the Contribution Agreement.

C. Assignee is desirous of acquiring the entire right, title and interest in and to the Trademarks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment to Assignee. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all the right, title and interest of Assignor in, to and under:

- a. the Trademarks;
- b. the goodwill of the business of Assignor associated with the use of the Trademarks;
- c. all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademarks (to the extent treated as Assumed Liabilities under the Contribution Agreement); and
- d. all other rights, including common law rights, relating to the Trademarks, to the extent such rights exist,

each to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

2. Transfer. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in

accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks.

3. **Further Assurances.** Assignor covenants and agrees with Assignee that Assignor will execute and deliver to Assignee, without additional consideration, all such further instruments and take, or cause to be taken, such other actions as Assignee may reasonably request in order to register this Assignment at the appropriate registries and to demonstrate Assignee's title to the Trademarks.

4. **Severability.** The invalidity of any provision of this Assignment or portion of a provision shall not affect the validity of any other provision of this Assignment or the remaining portion of the applicable provision, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

5. **Applicable Law.** This Assignment shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Delaware applicable to contracts made in that State.

6. **Binding Effect; Benefit.** This Assignment shall be for the benefit of and be binding upon the parties hereto, and their successors and permitted assignees. Nothing in this Assignment, express or implied, shall confer on any person other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment, including third-party beneficiary rights.

7. **Amendments.** This Assignment shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties.

8. **Headings.** The headings contained in this Assignment are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

GramercyOne, LLC

By: _____


Peter Ellis, Manager

Schedule A
Registered Trademarks

Location	Mark	Application #	Registration #
United States	GramercyOne	85/136,600	
United States	SALONBOOKER	77/438,099	3,923,549
United States	SPABOOKER	77/478,320	3,527,513
Canada	GramercyOne	1498211	
Canada	SALONBOOKER	1391199	
Canada	SPABOOKER	1347614	TMA735560
European Union	GramercyOne	9413279	9413279
European Union	SALONBOOKER	6860258	6860258
European Union	SPABOOKER	6712624	
European Union	SPABOOKER	9900028	