

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
The Jolt Company, Inc.		03/12/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	ECC-Jolt, LLC		
Street Address:	6 East 43rd Street 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3068491	CHERRY BOMB	
CORRESPONDENCE DATA			
Fax Number:	(404)898-2901		
Phone:	4049617604		
Email:	jferguson@trusted-counsel.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:	Jenni Ferguson		
Address Line 1:	1201 Peachtree St NE		
Address Line 2:	Suite 500		
Address Line 4:	Atlanta, GEORGIA 30361		
NAME OF SUBMITTER:	Jenni Ferguson		
Signature:	/Jenni Ferguson/		
Date:	01/12/2012		

OP \$40.00 3068491

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of the 12 day of March, 2011 (the "Effective Date") among ECC-Jolt, LLC, a Delaware limited liability company ("Assignee") and The Jolt Company, Inc., a New York corporation ("Borrower").

WHEREAS, this Trademark Assignment is being entered into in connection with the transactions contemplated by the Asset Purchase Agreement (as amended, supplemented or restated from time to time, the "Purchase Agreement"), dated as of June 3, 2010, by and among by and among Assignee and Emigrant Capital Corp. ("Emigrant");

WHEREAS, Emigrant has a first lien security interest on substantially all of the assets of the Borrower, including, without limitation, the Trademarks (as defined below) pursuant to the terms of the loan agreement between the Borrower and Emigrant dated as of January 9, 2009 (as amended, modified, supplemented or restated from time to time);

WHEREAS, Emigrant has foreclosed on the assets of the Borrower pursuant to Sections 9-610 et seq. of the Uniform Commercial Code (as adopted by certain relevant jurisdictions) and other applicable law and has, pursuant to the terms of the Purchase Agreement, transferred to Assignee the Borrower's right title and interest in and to the assets identified therein (including, without limitation, the Trademarks); and

WHEREAS, the Borrower has granted to Emigrant a limited power of attorney to, among other things, execute this Trademark Assignment on behalf of the Borrower, and Emigrant desires to execute this Trademark Assignment in its capacity as attorney-in-fact of the Borrower to evidence the transfer of the all of Borrower's U.S. and international trademarks, whether registered or unregistered, together with the goodwill of any business connected to and symbolized by such trademarks (collectively, the "Trademarks") to Assignee.

NOW, THEREFORE,

1. In connection with the transactions contemplated by the Purchase Agreement, Emigrant, in its capacity as attorney-in-fact of the Borrower, hereby assigns, transfers and conveys to Assignee, its successors and assigns, all of the Borrower's right, title and interest in and to the Trademarks and all of the goodwill of the business associated with the Trademarks.
2. Emigrant agrees to execute and deliver to Assignee, without further consideration, in its capacity as attorney-in-fact of the Borrower, such instruments of transfer and other instruments as may reasonably be requested by, and prepared and provided by, Assignee in order to protect, secure, vest and record good title to the Trademarks in Assignee, its successors, legal representatives and assigns.
3. This Trademark Assignment is subject to all the terms and conditions of the Purchase Agreement. No provision of this Trademark Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. Notwithstanding

anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

4. Emigrant, in its capacity as attorney-in-fact of the Borrower, authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any country foreign to the United States, to record Assignee as the assignee and owner of the Trademarks issued in the United States or issued or registered in any corresponding jurisdiction.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment the day and year first above written.

ASSIGNEE:

ECC-JOLT, LLC

By: 
Name: Martin Kelly
Title: President

STATE OF New Jersey)
COUNTY OF Hudson)

The foregoing instrument was acknowledged before me this 24 day of March, 2011, by Martin Kelly, President of The JOLT Company on behalf of The JOLT Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for
[State]

[SEAL]

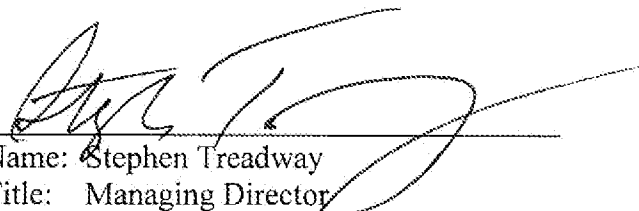
My Commission Expires 05/10/2014
Rosaura P. Andrade

ROSAURA P. ANDRADE
Notary Public of New Jersey
ID. No. 2314642
My Commission Expires 05/10/2014

ASSIGNOR:

THE JOLT COMPANY, INC.

BY: EMIGRANT CAPITAL CORP.,
its attorney-in-fact

By: 
Name: Stephen Treadway
Title: Managing Director

STATE OF NEW YORK
COUNTY OF NEW YORK

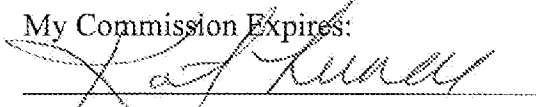
The foregoing instrument was acknowledged before me this 21st day of March, 2011, by STEPHEN TREADWAY, MANAGING DIRECTOR OF EMIGRANT CAPITAL on behalf of THE JOLT COMPANY, INC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for
[State]

[SEAL]

My Commission Expires:



KATRINA NEWELL
Notary Public, State of New York
No. 01NE6183071
Qualified in Queens County
Commission Expires September 6, 2013