

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black Card LLC		02/15/2012	LIMITED LIABILITY COMPANY: WYOMING
RECEIVING PARTY DATA			
Name:	American Express Marketing & Development Corp.		
Street Address:	3 World Financial Center		
Internal Address:	200 Vesey Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10285		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3613898	BLACKCARD	
Serial Number:	77627276	BLACK CARD	
Serial Number:	77661119	BLACK	
Serial Number:	77654245	BLACK CARD CONCIERGE	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
Phone:	212-909-6000		
Email:	trademarks@debevoise.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:	David H. Bernstein, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		

CH \$115.00 3613898

ATTORNEY DOCKET NUMBER:	19481-1035
NAME OF SUBMITTER:	David H. Bernstein
Signature:	/David H. Bernstein/
Date:	02/17/2012
Total Attachments: 3 source=Executed Assignment - Final#page1.tif source=Executed Assignment - Final#page2.tif source=Executed Assignment - Final#page3.tif	

ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment"), effective nunc pro tunc as of December 1, 2008, by Black Card LLC, a limited liability company legally organized under the laws of Wyoming, having a principal place of business at 250 Veronica Lane, Suite 206, Jackson, Wyoming 83001 ("Assignor") to American Express Marketing & Development Corp., a Delaware corporation having a principal place of business at 3 World Financial Center, 200 Vesey Street, New York, New York 10285 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a Settlement, Assignment, and License Agreement dated as of February 9, 2012 (the "Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee; and

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, including those identified marks that are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee whatever right, title and interest Assignor has in to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all liens or encumbrances, all rights of priority therein in the United States as may now or hereafter be granted to it by law, treaty or other international convention; and all United States rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits of third parties and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States and the laws of the State of New York, as provided in Paragraph 27 of the Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date written below.

Black Card LLC

By: 

Name: Scott A. Blum

Title: President and CEO

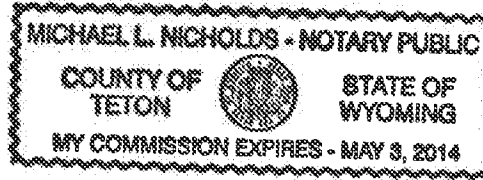
Dated: February 15, 2012

ACKNOWLEDGMENT

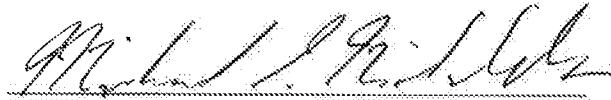
STATE OF WYOMING)

;SS:

COUNTY OF TETON)



On February 15, 2012, before me, the undersigned, personally appeared Scott A. Blum, personally known to me, and was by me duly sworn, and upon oath represented to me that he was the President and Chief Executive Officer of Black Card LLC, that he signed the within instrument on behalf of Black Card LLC pursuant to his authority to do so, and acknowledged the within instrument to be the free act and deed of Black Card LLC.



SCHEDULE I

1. Trademark Registration

<u>Trademark</u>	<u>U.S. Reg. No.</u>	<u>Reg. Date</u>
BLACKCARD	3,613,898	April 28, 2009

2. Trademark Applications

<u>Trademark</u>	<u>U.S. Serial No.</u>	<u>Filing Date</u>
BLACK CARD (stylized)	77/627,276	December 5, 2008
BLACK CARD CONCIERGE	77/654,245	January 22, 2009
BLACK (stylized)	77/661,119	February 2, 2009

3. United States Common Law Trademarks

BLACK CARD
BLACKCARD
BLACK