

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
Zafferano Capital Limited		01/23/2012	exempted company: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Brent de Jong LLC		
Street Address:	109 North Post Oak Lane, Suite 250		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77024		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85397450	ZAFF	
CORRESPONDENCE DATA			
Fax Number:	(212)575-0671		
Phone:	212-790-9200		
Email:	trademark@ccl.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:	Bailla H. Celedonia		
Address Line 1:	1133 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Bailla H. Celedonia		
Signature:	/Bailla H. Celedonia/		
Date:	02/28/2012		

OP \$40.00 85397450

Total Attachments: 4

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TRADEMARK ASSIGNMENT (this "**Assignment**"), dated as of January 23, 2012, from Zafferano Capital Limited, a Cayman Islands exempted company incorporated with limited liability ("**Seller**"), to Brent de Jong LLC, a Delaware limited liability company ("**Purchaser**").

WHEREAS, Purchaser and Seller entered into a Membership Interest Purchase Agreement dated as of January 23, 2012 (the "**Purchase Agreement**"), pursuant to which, among other things, Seller agreed to sell, transfer, assign, convey and deliver to Purchaser all of Seller's right, title and interest in and to the trade name "Zaff" and to the marks and applications to register listed in **Schedule A** and any registrations that may be issued therefrom (collectively, the "**Assigned Marks**"), and Purchaser agreed that Purchaser would assume certain obligations in respect of the Assigned Marks;

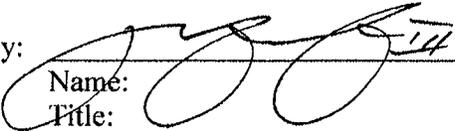
NOW, THEREFORE, the parties agree as follows:

1. **Assignment.** As of the date hereof, Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Purchaser all right, title and interest Seller now has or ever has had in and to each of the Assigned Marks worldwide, together with the goodwill of the Business (as defined in the Purchase Agreement) symbolized thereby, including, but not limited to, any applications or registrations therefor, together with all claims that can or may be asserted by Seller arising out of or relating to the use or ownership of any of the Assigned Marks.
2. **Assumption.** As of the date hereof, Purchaser assumes full responsibility for and Seller is relieved of all future obligations relating to the Assigned Marks, including, but not limited to, all costs, taxes and fees that accrue after the date hereof for preparing and recording any assignments contemplated herein; maintaining, defending, enforcing and litigating rights in the Assigned Marks; or otherwise registering, renewing or maintaining any trademark registrations or domain name registrations for the Assigned Marks.
3. **Conflicts.** In the event of a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.
4. **Counterparts.** This Assignment may be signed in any number of identical counterparts, each of which shall be an original (including signatures delivered via facsimile or electronic mail) with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto may deliver this Assignment by facsimile or electronic mail and each party shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by each other party hereto.
5. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD FOR THE CONFLICTS OF LAWS PRINCIPLES THEREOF.**

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

Zafferano Capital Limited

By: 

Name:

Title:

Brent de Jong LLC

By: 

Name: Brent de Jong

Title: sole member