

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
Eclipse Advantage Inc.		06/15/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Eclipse Advantage, LLC		
Street Address:	Three First National Plaza, 70 W. Madison St., Suite 5710		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4149329	ECLIPSE ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-372-2000		
Email:	jmikulina@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	084892-0015		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
Signature:	/Jennifer M. Mikulina/		
Date:	06/19/2012		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Trademark Assignment*"), by and between Eclipse Advantage Inc. a Florida corporation (the "*Assignor*") and Eclipse Advantage, LLC, a Delaware limited liability company (the "*Assignee*"), is effective as of June 15, 2012.

WHEREAS, the Assignor is the owner of the trademarks and trademark applications set forth on Schedule A hereto (the "*Marks*");

WHEREAS, the Assignor has agreed to transfer all of its rights in and to the Marks to the Assignee, and the Assignee has agreed to accept such assignment, on the terms and conditions more particularly set forth in the Asset Purchase Agreement by and between the Assignor, the Assignee and other parties thereto dated as of the date hereof (the "*Purchase Agreement*"), exhibits, schedules and other documents, certificates and instruments ancillary thereto and to be delivered in connection therewith;

WHEREAS, in connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that business is ongoing; and

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of the Assignor's right, title and interest in and to the Marks to the Assignee.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which being hereby acknowledged, the Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to the Assignee, its successors and assigns, all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made (collectively, "*All Marks*"), together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements; and

The Assignor hereby requests the Director of the United States Patent and Trademark Office (the "*Director*"), as well as his or her non-US counterparts in the non-US jurisdictions which exercise authority over any of the Marks to record this Trademark Assignment. The Assignor hereby further requests the Director and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

The Assignor agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary to vest full title (as between Assignor and Assignee) in and to All Marks in the

Assignee or which may be necessary to obtain, renew, issue or enforce All Marks. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignor and the Assignee.

This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ECLIPSE ADVANTAGE INC.

By: 

Name: Edward Wickey

Title: Chief Executive Officer

ASSIGNEE:

ECLIPSE ADVANTAGE, LLC

By: **ECLIPSE ADVANTAGE HOLDINGS, LLC, its
Sole Member**

By: _____

Name: Nicholas Christopher

Title: President

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:


ECLIPSE ADVANTAGE INC.

By: _____
Name:
Title:

ASSIGNEE:

ECLIPSE ADVANTAGE, LLC

By: **ECLIPSE ADVANTAGE HOLDINGS, LLC, its
Sole Member**

By: 
Name: Nicholas Christopher
Title: President

Schedule A

Marks

1. U.S. Registration Number 4,149,329 – **[Eclipse Advantage]**