

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
Bluefish Holding, Inc.		12/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ELEMENT V BLUEFISH VENTURE, LLC		
Street Address:	6915 Red Road, Suite 228		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33143		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2859557	BF BLUEFISH	
CORRESPONDENCE DATA			
Fax Number:	3053716807		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	305-341-3000		
Email:	trademarks@pch-iplaw.com		
Correspondent Name:	MI'		
Address Line 1:	201 South Biscayne Blvd., Suite 1750		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	ELE.002UST		
NAME OF SUBMITTER:	Michael B Chesal		
Signature:	/mbc/		
Date:	06/21/2012		

CH \$40.00 2859557

Total Attachments: 4

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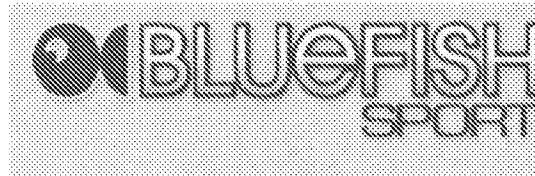
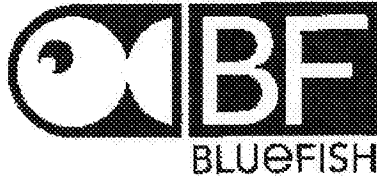
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS ("Assignment") is made and entered into as of December 30, 2011 by Bluefish Holding, Inc., a Delaware corporation ("Assignor") to Element V Bluefish Venture, LLC, a Florida limited liability company ("Assignee"), with the joinder of Bluefish Investments LLC ("Bluefish Investments") and Bluefish Sport, LLC ("Bluefish Sport").

WITNESSETH

WHEREAS, Assignor acquired from Bluefish Investments, all right, title and interest in trademark BLUEFISH and the BF BLUEFISH and BLUEFISH SPORT stylized marks shown below (collectively, the "Marks") used on or in connection with various items of apparel manufactured and sold by Bluefish Sport;



WHEREAS, the BF BLUEFISH and Design mark is the subject of United States Trademark Registration Number 2,859,557 (the "Registration"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Marks and the Registration, including the goodwill of the business symbolized thereby, and Assignee desires to acquire such rights and goodwill;

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Rights. Assignor hereby conveys, transfers and assigns unto Assignee, all of Assignor's right, title and interest in and to (a) the Marks, together with the goodwill of Assignor's business symbolized thereby; (b) the Registration; (c) all intellectual property rights associated with the goods bearing the Marks; and (d) all claims and causes of action Assignor has or may have in connection with the Marks and the Application.

2. Liabilities Not Being Assumed. The parties acknowledge and agree that Assignee does not and shall not assume, and does not agree to pay, perform or discharge, any liabilities of Assignor, Bluefish Investments or Bluefish Sport or any liabilities related to the Marks or any intellectual property associated with the goods bearing the Marks, or otherwise relating to the business of Assignor, Bluefish Investments or Bluefish Sport.

3. Assignment; Further Assurances. In order to effectuate the intent of this Assignment, Assignor, Bluefish Investments and Bluefish Sport (collectively, the "Bluefish Parties") agree to do, execute, acknowledge, deliver and file, or cause to be done, executed, acknowledged, delivered or filed, all such further acts, transfers, conveyances, assignments or assurances as may reasonably be required to consummate the transaction contemplated hereby.

4. Representations and Warranties of Assignor, Bluefish Investments and Bluefish Sport. The Bluefish Parties hereby represent and warrants to the Buyer as follows:

a. Intellectual Property Rights. To the best of the Bluefish Parties' knowledge, neither the Marks nor any other intellectual property right associated with the goods bearing the Marks infringes upon any intellectual property right of any other person and none of the Bluefish Parties' rights in the Marks or other intellectual property associated with the goods bearing the Marks are being infringed by any other person. No proceedings have been commenced of which any of the Bluefish Parties have received written notice of which (i) challenges the rights of any of the Bluefish Parties in respect of the Marks or other intellectual property associated with the goods bearing the Marks or (ii) charges Assignor with infringement of any other person's rights in any Marks and there are no outstanding written or oral notices alleging infringement of any third party's rights arising out of the use or registration of the Marks or other intellectual property associated with the goods bearing the Marks.

b. Title. Immediately prior to the assignment contemplated hereby, Assignor owns all right, title and interest in and to the Marks and all other intellectual property associated with the goods bearing the Marks, free and clear of all liens, claims and encumbrances.

c. Litigation. There is no pending or, to the best of the Bluefish Parties' knowledge, threatened action, suit, proceeding or investigation before any court, governmental agency, board of arbitration or arbitrator against or affecting the Marks or other intellectual property associated with the Marks or Assignor's right to carry out the transaction contemplated hereby. There is no outstanding judgment, order, writ, injunction, decree, demand, rule or regulation of any court, grand jury, governmental agency, board of arbitration or arbitrator against or specifically affecting the Marks or other intellectual property associated with the goods bearing the Marks, or Assignor's right to carry out the transactions contemplated hereby.

5. Covenant of Assignor. The Bluefish Parties covenant and agree that from and after the date hereof, none of them, nor any party associated with any of them, will use, or permit any third party to use, for any purpose, the Marks or other intellectual property associated with the goods bearing the Marks except as authorized by Assignee.

6. Indemnification by Assignor. The Bluefish Parties, on behalf of themselves and their respective predecessors, successors, affiliates, assigns, shareholders, officers and directors (collectively, "Indemnitors") hereby agree to fully indemnify, defend and hold harmless Assignee, and its successors, affiliates, assigns, officers, directors, shareholders, agents and employees

(collectively, "Indemnitees") from and against any and all charges, losses, damages, liabilities, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees, settlement costs and any reasonable legal, accounting or other expenses incurred in defending or investigating any actions or threatened actions arising from or relating to (a) the breach of any representation, warranty, obligation or covenant of Assignor; (b) any action or inaction of any of the Indemnitors relating to the Marks or other intellectual property right associated with goods bearing the Marks; (c) any claim arising from the action or inaction of any of the Bluefish Parties, due to no fault of Assignee.

7. Survival of Representations, Warranties and Covenants. The representations, warranties and covenants of the parties contained in this Agreement and in any related document delivered or to be delivered pursuant to this Agreement shall survive execution of this Agreement.

8. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties with respect thereto. This Agreement may only be modified or amended by a written agreement signed by each party and exchanged between them.

9. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

10. Governing Law; Venue and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and any action arising between the parties relating to the subject matter hereof shall be brought in a federal or state court of competent jurisdiction in Miami-Dade County, Florida. The prevailing party in any such action shall be entitled to recover its reasonable attorney's fees incurred in pursuing or defending its rights.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on the dates set forth below.

ASSIGNOR

Bluefish Holding, Inc.,
a Delaware corporation

By: [Signature]
Title: PRECIO FOST
Date: 12/30/2011

ASSIGNEE

Element V Bluefish Venture, LLC,
a Florida limited liability company

By: [Signature]
Title: STUBBS SAXON QUANSTRON
Date: 2/20/12

[signatures continued on next page]

Bluefish Investments LLC

By: [Signature]
Title: V. PRESIDENT
Date: 12/30/2011

Bluefish Sport, LLC ("Bluefish Sport").

By: [Signature]
Title: PRESIDENT
Date: 12/30/2011