

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
Fletcher Granite Company, LLC		11/12/2010	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	NESI Realty, LLC		
Street Address:	15 Branch Pike		
City:	Smithfield		
State/Country:	RHODE ISLAND		
Postal Code:	02917		
Entity Type:	LIMITED LIABILITY COMPANY: RHODE ISLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3776576	SILVER CLOUD IMPERIAL	
CORRESPONDENCE DATA			
Fax Number:	9784538887		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	978-452-1971		
Email:	patlaw@pearson-pearson.com		
Correspondent Name:	Daniel J. Mansur		
Address Line 1:	10 George Street		
Address Line 4:	Lowell, MASSACHUSETTS 01852		
ATTORNEY DOCKET NUMBER:	NE STONE 35696		
NAME OF SUBMITTER:	Daniel J. Mansur		
Signature:	/Daniel J. Mansur/		

CH \$40.00 3776576

Date:

08/13/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of November 12, 2010 between Fletcher Granite Company, LLC, a Massachusetts limited liability company ("Assignor"), in favor of NESI Realty, LLC, a Rhode Island limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark registrations and applications for registration, and all related goodwill, identified and set forth on Schedule A attached hereto (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated September 13, 2010 (the "Purchase Agreement") pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and any and all goodwill associated with the Marks.

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

1. Assignor hereby irrevocably sells, conveys, assigns, transfers, delivers and sets over to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect income, royalties, damages, products, proceeds and payments with respect to any of the foregoing, including all claims against third parties for past, present or future infringement or misappropriation thereof or other conflicts therewith, and all rights to sue and recover for past, present or future infringement or misappropriation of or other conflicts with any of the foregoing, and all rights to recover damages or lost profits in connection therewith.
2. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to


Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Assignor agrees that from time to time at Assignee's request, it will, and will use its commercially reasonable efforts to cause its Affiliates to, execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably required to carry out the purposes of this Trademark Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Purchase Agreement. If any conflict exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names by their duly authorized officers as of the date first above written.


FLETCHER GRANITE, LLC

BY: THE O'CONNOR GROUP, INC.
Its: Chief Restructuring Officer

By: 
Steven Petrarca
Director, Duly Authorized

Acknowledgement:

NESI REALTY, LLC

By: 
Name: ANN MARIE RAMOS
Title: CHIEF FINANCIAL OFFICER

Schedule A

Mark	Jurisdiction	Status	Reg. No./ App. No.	Reg. Date/ Filing Date
SILVER CLOUD IMPERIAL	U.S. Federal	Registered	3776576	20-APR-2010