

## 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
	Whirling Dervish LLC		09/04/2012
	Entity Type LIMITED LIABILITY COMPANY: CALIFORNIA		
RECEIVING PARTY DATA			
Name:	Upright, Inc.		
Street Address:	P.O. Box 11094		
City:	Zephyr Cove		
State/Country:	NEVADA		
Postal Code:	89448		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3518400	SWIRLING DERVISH
CORRESPONDENCE DATA			
Fax Number:	9498556371		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(949) 855-1246		
Email:	trademark@stetinalaw.com		
Correspondent Name:	William J. Brucker		
Address Line 1:	Stetina Brunda Garred & Brucker		
Address Line 2:	75 Enterprise, Suite 250		
Address Line 4:	Aliso Viejo, CALIFORNIA 92656		
ATTORNEY DOCKET NUMBER:	UPWDL-009T		
NAME OF SUBMITTER:	William J. Brucker		
Signature:	/WJB/		
Date:	09/06/2012		
Total Attachments: 1 source=ExectSwirlingDervishAssignment#page1.tif			

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Case: UPWDL-009T

**TRADEMARK ASSIGNMENT**

WHEREAS, WHIRLING DERVISH LLC, a California Limited Liability Company, having a mailing address at 10100 Santa Monica Blvd., Suite 300, Los Angeles, California 90067, (hereinafter "ASSIGNOR"), is the owner of the mark "SWIRLING DERVISH" which trademark was registered in the United States Patent and Trademark Office under Trademark Registration No. 3,518,400 on October 14, 2008; and

WHEREAS, UPRIGHT, INC., a Nevada Corporation, having a mailing address at P.O. Box 11094, Zephyr Cove, Nevada 89448, (hereinafter "ASSIGNEE"), is desirous of acquiring all rights, title, and interest to said trademark and trademark registration.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said ASSIGNOR does hereby assign unto said ASSIGNEE, its successors, assigns and legal representatives, all right, title and interest in and to the trademarks, trade names, service marks listed above (collectively, the "Trademarks") together with all corresponding goodwill and any and all other rights and privileges provided under the laws of all relevant jurisdictions, including without limitation the laws of the United States, of the various states, and of foreign (i.e. non-US) jurisdictions with respect to the Trademarks, including the laws of unfair competition; and any and all rights in, to and under any and all licenses and other agreements and documents relating to any of the foregoing.

Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all proceeds, causes of action and rights of recovery for past, current and future infringement or misappropriation of any of the Trademarks.

IN TESTIMONY WHEREOF, ASSIGNOR hereunto sets its hand and seal this 4 day of September, 2012.

ASSIGNOR: WHIRLING DERVISH, LLC

By: [Signature]  
Name: Vincent Beaudry  
Title: President