

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
OCS Consultants, Inc.		09/17/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	THERULES, LLC
Street Address:	4700 Millenia Lakes Blvd
Internal Address:	Suite 400
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32839
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Serial Number:	85679314	QUEENSBERRY
Serial Number:	85679174	QUEENSBERRY
Serial Number:	85679459	QUEENSBERRY
Serial Number:	85679408	QUEENSBERRY
Serial Number:	85679138	QUEENSBERRY
Serial Number:	85679107	QUEENSBERRY
Registration Number:	3846764	QUEENSBERRY RULES
Registration Number:	3506209	QUEENSBERRY RULES
Serial Number:	85679347	QUEENSBERRY

CORRESPONDENCE DATA	
Fax Number:	4073527310
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	407 903 5505

OP \$240.00 85679314

Email: mmcintosh@consultantsOCS.com
Correspondent Name: Martha H. McIntosh
Address Line 1: 4700 Millenia Lakes Blvd
Address Line 2: Suite 400
Address Line 4: Orlando, FLORIDA 32839

NAME OF SUBMITTER:	Martha H. McIntosh
Signature:	/Martha H. McIntosh/
Date:	09/18/2012

Total Attachments: 5
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TRADEMARK ASSIGNMENT

This Trademark Assignment is dated September __, 2012 (the "Assignment") between OCS Consultants, Inc. a Florida company, having a principal place of business at 6052 Turkey Lake Road, Orlando, FL 32819 ("Assignor") and THERULES, LLC a Florida Limited Liability Company whose mailing address is 4700 Millenia Blvd, Suite 400, Orlando, Florida 32839 (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks applications and U.S. Registrations listed in Schedule A (collectively, the "Marks");

WHEREAS, in connection with the transactions contemplated by the Asset Purchase and Sale Agreement, Assignor has agreed to sell, transfer, and assign all of its trademarks to the Assignee (as defined therein and listed in Schedule A hereto);

NOW THEREFORE, in consideration of the payment of one hundred dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor is the owner of all right, title and interest in and to the Marks listed in Schedule A, and the goodwill of the business appertaining thereto and which is symbolized thereby, free and clear of any liens, encumbrances, restrictions on transfer, claims, covenants or conditions of any kind. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks with any goodwill associated therewith and which is symbolized thereby.

2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by Assignee and its successors, assigns and other legal representatives.

3. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks.

4. Authorization. Assignor authorizes and requests any official throughout the United States whose duty is to register and record ownership in the Marks, to record Assignee as the assignee and owner of any and all of Assignor's respective rights in the Marks, and to issue all Renewals for said trademarks to Assignee, its successors, legal representatives and assigns, as assignee thereof, in accordance with the terms of this Assignment.

5. Right to Convey. Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.


6. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter herein.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by an authorized representative as of the day and the year first written above.

ASSIGNOR

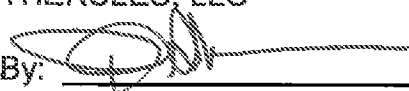
OCS Consultants, Inc.

By:  _____

Name:
Title

ASSIGNEE

THERULES, LLC

By:  _____

Name:
Title

Schedule A

Trademark	Serial No. / Reg. No.	File Date	Goods and Services
QUEENSBERRY	85679314	7/17/2012	Class 18.: All-purpose sports bag; key rings
QUEENSBERRY	85679174	7/17/2012	Class 9: Protective helmet accessories, namely, face guards and chin straps for athletic activities and sports; sunglasses, sunglass-cases; spectacles, and spectacle cases; pre-recorded DVDs featuring exercise and fitness
QUEENSBERRY	85679459	7/17/2012	Class 41: Presentation of performances in the field of sports in general, boxing, kick boxing, martial arts, training in self-defense and defensive tactics, cardio-boxing, box-aerobics, aerobic karate and fitness training; entertainment and cultural activities in the field of sports in general, boxing, kick boxing, martial arts, training in self-defense and defensive tactics, cardio-boxing, and fitness training

QUEENSBERRY	85679408	7/17/2012	Class 28: Sporting equipment and apparatus; athletic protective hand, arm, leg, and body padding and athletic wrist support for use in boxing, kick boxing, martial arts, training in self-defense and defensive tactics, cardio-boxing, box-aerobics, karate and fitness training
QUEENSBERRY	85679347	7/17/2012	Class 25: Articles of clothing, footwear, and headgear
QUEENSBERRY	85679138	7/17/2012	Class 5: Kits containing medical preparations for treatment of skin wounds and substances for use in treatment of sporting injuries; vitamins and dietary supplements; dietary supplemental drinks or meal replacements; food supplements
QUEENSBERRY	85679107	7/17/2012	Class 3: Non medicated toiletries

QUEENSBERRY RULES	77850875	10/16/2009	Class 41: On-line publication of magazines in the field of the sport of boxing, featuring articles regarding the sport of boxing
QUEENSBERRY RULES	77246450	8/3/2007	Class 25: Short-sleeved t-shirts.