

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
Valley of the Moon Royalties, Inc.		12/17/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	N/B Pact, LLC		
Street Address:	9441 LBJ Freeway, Suite 250		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75243		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85779506	CONTINUOUS COMPLIANCE MODEL IN BANKRUPTCY	
Registration Number:	3338099	PACT	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2146515148		
Email:	venisa.dark@haynesboone.com		
Correspondent Name:	Gavin D. George		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	48896.4		
NAME OF SUBMITTER:	Venisa J. Dark		
Signature:	/Venisa Dark/		

OP \$65.00 85779506

Date:

02/11/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”) is made effective as of December 17, 2012 (the “*Effective Date*”), by Valley of the Moon Royalties, Inc., a California corporation, (“*Assignor*”), and by N/B Pact, LLC, a Delaware limited liability company (“*Assignee*”).

RECITALS

A. In connection with that certain Asset Purchase Agreement dated December 17, 2012 (the “*Asset Purchase Agreement*”), between Assignee, N/B Group Holdings, Inc., Assignor, Robert W. Brasiel, and Michelle M. Brasiel, Assignor has agreed to assign to Assignee all right, title and interest in and to the trademarks related to the Assignor’s business of providing posting and matching services for claims and payments in bankruptcy and default proceedings for use by trustees and non-trustees (including the PACT System), including the trademark registrations and applications owned by Assignor that are listed on the attached Attachment A (the “*Assigned Trademarks*”). Capitalized terms used and not otherwise defined herein will have the meanings ascribed to such terms in the Asset Purchase Agreement.

B. Assignor desires to assign all right, title and interest in the Assigned Trademarks to Assignor according to the terms of this Assignment.

C. Assignee desires to obtain all right, title and interest in the Assigned Trademarks according to the terms of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Assigned Trademarks, the goodwill of the business symbolized by the Assigned Trademarks, and the right to sue for, settle or release any past, present or future infringement of the Assigned Trademarks.

Section 2. Assistance. From time to time, as and when reasonably requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further actions as Assignee may reasonably deem necessary to consummate the transactions contemplated by this Assignment and the Asset Purchase Agreement, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary for such purpose. Further, at Assignee’s reasonable expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally take commercially reasonable efforts to vest title to the Assigned Trademarks in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Assigned Trademarks.

Section 3. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment may be executed and delivered by facsimile, portable document format (PDF) or e-mail transmission and, upon such delivery, the facsimile, PDF or e-mail shall be deemed to have the same effect as if the original signature had been delivered to the other party.

Section 4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal substantive Laws of the State of Delaware, irrespective of conflict of laws principles.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of
the Effective Date.

VALLEY OF THE MOON ROYALTIES, INC. N/B FACT, LLC

By: 
Name: Robert W. Bravel
Title: Chief Executive Officer

By: _____
Name: Larry J. Buckley
Title: Chief Executive Officer

Signature Page to Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

VALLEY OF THE MOON ROYALTIES, INC.

N/B PACT, LLC

By: _____
Name: Robert W. Brasel
Title: Chief Executive Officer

By: _____
Name: Harry J. Buckley
Title: Chief Executive Officer

Signature Page to Trademark Assignment

TRADEMARK
REEL: 004959 FRAME: 0562

Attachment A

Trademark Applications

Owner	Title	Filing Date	Serial Number
Valley of the Moon Royalties, Inc.	CONTINUOUS COMPLIANCE MODEL IN BANKRUPTCY	October 30, 2012	85/779,506

Trademark Registrations

Owner	Title	Issue Date	Registration Number
Valley of the Moon Royalties, Inc.	PACT	November 20, 2007	3338099