

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Octavian Advisors, LP		07/21/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Octavian Group Holdings, LLC		
Street Address:	745 Fifth Avenue		
Internal Address:	16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10151		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3245547	OCTAVIAN	
CORRESPONDENCE DATA			
Fax Number:	2149694343		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-969-2877		
Email:	trademarkdallas@akingump.com		
Correspondent Name:	Akin Gump Strauss Hauer & Feld LLP		
Address Line 1:	PO Box 130688		
Address Line 4:	Dallas, TEXAS 75313-0688		
ATTORNEY DOCKET NUMBER:	682832-0003		
NAME OF SUBMITTER:	Sanford E. Warren, Jr.		
Signature:	/Sanford E. Warren, Jr./		

CH \$40.00 3245547

Date:

07/24/2013

Total Attachments: 3

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is effective this 21st day of July 2013 (the "Effective Date"), from Octavian Advisors, LP, a Delaware limited partnership having an address of 745 Fifth Avenue, 16<sup>th</sup> Floor, New York, New York 10151 ("ASSIGNOR"), to Octavian Group Holdings, LLC, a Delaware limited liability company having an address of 745 Fifth Avenue, 16<sup>th</sup> Floor, New York, New York 10151 ("ASSIGNEE").

WHEREAS, ASSIGNOR owns and has used in its business certain intellectual properties which are listed in SCHEDULE A attached;

WHEREAS, ASSIGNOR desires to assign to ASSIGNEE by way of this Assignment its entire right, title, and interest in and to any and all intellectual properties: including but not limited to those listed in SCHEDULE A; trademarks, and in and to any renewals or registrations that may be granted thereon, all together with the goodwill associated; domain names and in and to any renewals that may be granted thereon; trade dress; copyrights; inventions; know-how; and any and all other intellectual property rights (the "Properties");

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to these Properties: including but not limited to those listed in SCHEDULE A; trademarks, and in and to any renewals or registrations that may be granted thereon, all together with the goodwill associated; domain names and in and to any renewals that may be granted thereon; trade dress; copyrights; inventions; know-how; and any and all other intellectual property rights; and

NOW THEREFORE, for the mutual premises and covenants herein, in consideration of the sum of \$1.00, and for OTHER GOOD and VALUABLE CONSIDERATION, the full receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE, intending to be legally bound, hereby agree as follows:

1. ASSIGNOR warrants and represents a) that it is the exclusive owner of the Properties and that it has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Properties; b) that, to the best of its knowledge, no third party owns, is entitled to, or has claimed any right or interest in the Properties that would preclude, conflict with or encumber this Assignment; c) that all assignments and/or applicable filings that may be necessary to vest in ASSIGNOR full and complete title to the Properties have been obtained; and, d) that ASSIGNOR hereby consents to this Assignment.

2. ASSIGNOR, as of the Effective Date, hereby sells, assigns, conveys, and transfers to ASSIGNEE all rights, title, and interest in the Properties, together with the goodwill of the business connected therewith, all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing. ASSIGNEE accepts as of the Effective Date, all of ASSIGNOR's rights, title and interest in the Properties, together with the goodwill of the business connected therewith, all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing.

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STATUS  
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

3. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver any further documents and legal instruments as may be necessary, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors, and legal representatives, all right, title, and interest in and to the Properties, throughout the world, including without limitation, executing and delivering any and all powers of attorney, applications, assignments, declarations, and affidavits.

4. This Assignment is made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent of the ASSIGNOR.

5. Each party acknowledges that as of the Effective Date this Assignment is a legal, valid, and a binding obligation of the ASSIGNOR and that ASSIGNOR has full power and authority to enter into and perform its obligations under this Agreement in accordance with its terms.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same instrument.

7. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed and delivered this Assignment as of the Effective Date above.

**ASSIGNOR:**

Octavian Advisors, LP

By: 

Typed/Printed Name: Richard Hurowitz

Title: CEO

**ASSIGNEE:**

Octavian Group Holdings, LLC

By: 


Typed/Printed Name: Richard Hurowitz

Title: CEO

# ASSIGNMENT OF INTELLECTUAL PROPERTY

## SCHEDULE A

### TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
OCTAVIAN	US	78/753064	14 Nov 2005	3,245,547	22 May 2007
OCTAVIAN	EM	005457891	10 Nov 2006	005457891	05 Nov 2007
OCTAVIAN	HK	301441386	30 Sep 2009	301441386	04 Mar 2010
OCTAVIAN	AU	1323175	30 Sep 2009	1323175	07 Oct 2010
OCTAVIAN MARITIME	<i>common law</i>				
 OCTAVIAN	<i>common law</i>				

### DOMAIN NAMES

OCTAVIAN.COM  
OCTAVIANFUND.COM  
OCTAVIANFUNDS.COM  
OCTAVIANMARITIME.COM  
OCTAVIANSHIPPING.COM  
OCTAVIANADVISORS.CO.UK  
OCTAVIANFUNDS.CO.UK