

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Earthbound Trading Company | FORMERLY Earthbound Trading Corporation | 06/29/2007 | CORPORATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Earthbound Holding, LLC | | |
| Street Address: | 3505 Garden Brook Drive | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75234 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3240735 | URBAN NOMAD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)507-6585 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 617-507-6585 | | |
| Email: | hs1@mindspring.com | | |
| Correspondent Name: | Heidi A., Schiller | | |
| Address Line 1: | 197 Elm Street | | |
| Address Line 2: | Suite 1730 | | |
| Address Line 4: | Northampton, MASSACHUSETTS 01060 | | |
| ATTORNEY DOCKET NUMBER: | EARTHBOUND | | |
| NAME OF SUBMITTER: | Heidi A. Schiller | | |
| Signature: | /Heidi A. Schiller/ | | |

OP \$40.00 3240735

Date:

07/09/2007

Total Attachments: 2

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ASSIGNMENT

This agreement, effective this ^{29th} day of June 2007 ("Effective Date") is by and between Earthbound Trading Company, a Texas corporation having a place of business at 3505 Garden Brook Drive, Dallas, TX 75234 (hereinafter "Assignor") and Earthbound Holding, LLC, a Delaware limited liability company having a place of business at 3505 Garden Brook Drive, Dallas, TX 75234 (hereinafter "Assignee").

WHEREAS, Assignor filed a trademark application for the mark URBAN NOMAD which matured into U.S. Registration No. 3,240,735 (the "Registration") and Assignor is the owner of all right, title and interest in and to the trademark URBAN NOMAD (hereinafter the "Mark"), the Registration and the goodwill associated therewith;

WHEREAS, Assignee is the parent company of Assignor and is desirous of acquiring all right, title and interest in and to the Mark, the registration therefor and the goodwill associated therewith;

NOW THEREFORE in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

Assignor acknowledges that the Registration was unknowingly and erroneously filed in the name of Earthbound Trading Corporation instead of the correct name Earthbound Trading Company. Assignee acknowledges and agrees

that Assignor is in fact the same company as the Earthbound Trading Corporation which filed and received the Registration.

Assignor hereby sells, assigns, delivers and sets over to the entire right, title and interest of Assignor in and to the Mark, the Registration and the goodwill associated therewith in the United States and all other countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all other countries, 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 the Assignor if the assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date of this agreement or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

The undersigned officer of Assignor being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18.U.S.C. Section 1001, and that such willful false statements may jeopardize the validity of the Registration, declares that he is properly authorized to execute this declaration on behalf of the Assignor; he believes Assignor to be the owner of the trademark sought to be registered,; to the best of his knowledge and belief no other person, firm, corporation or association has the right to use the