

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
YYY Advisors, LLC		08/06/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bear Stearns Companies Inc.		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77149897	YYY	
CORRESPONDENCE DATA			
Fax Number:	(212)715-8000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.715.9406		
Email:	KLtrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 2:	c/o Michael Maoz		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	058844/00299		
NAME OF SUBMITTER:	Michael Maoz, Esq.		
Signature:	/MM/		

CH 77149897 \$40.00

Date:

09/12/2007

Total Attachments: 2

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Assignment"), effective as and of August 6, 2007 made by **Michael E. Guarasci, Sr.** and **YYY Advisors LLC**, a Delaware corporation, jointly and severally (collectively, "Assignor"), in favor of **THE BEAR STEARNS COMPANIES, INC.** , a Delaware corporation, with a legal residence at 383 Madison Avenue, New York, New York 10179 ("Assignee").

WHEREAS, YYY Advisors LLC is the record owner of the registration application for the trademark YYY (U.S. Patent and Trademark Office Serial Number 77, 149, 897; filing date April 5, 2007) ("Trademark") and Michael E. Guarasci, Sr. is the organizer of YYY Advisors LLC;

WHEREAS, Assignee is desirous of having record ownership of the Trademark and any and all rights which Assignor my posses which are appurtenant thereto;

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

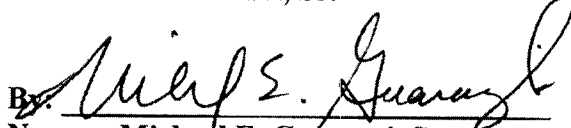
1. Assignor hereby irrevocably assigns, transfers, conveys, and delivers to Assignee and its successors and assigns, and Assignee hereby accepts, (i) all of Assignor's rights, title, and interest in and to the Trademark, and all goodwill associated and symbolized therewith; (ii) and any registrations thereof and applications therefore and all rights corresponding thereto throughout the world; and (iii) all the benefit of the Trademark, all rights to proceeds of the foregoing including, without limitation, any claim by Assignor against third parties for the past, present, or future infringement of the Trademark.
2. Assignor hereby represents and warrants to Assignee, that Assignor owns all right, title and interest in and to the Trademark (other than the rights and interest of Assignee and its affiliates), free and clear of any right, license, lien or encumbrance of any third party.
3. Assignor hereby represents and warrants to Assignee, that Assignor has not registered, will not register and will not cooperate with others in registering any domain names containing the Trademark.
4. Assignor shall cooperate with Assignee to transfer or cause to be transferred any and all rights in the Trademark from Assignor (or the applicable record owners and/or administrative contacts) to Assignee as quickly as reasonably practicable. Assignor further shall and shall cause the applicable record owners and/or administrative contacts to: (i) complete, execute, notarize (as necessary), and deliver at any future date any additional documents that are reasonably necessary to perfect the Assignee's ownership of Trademark, including without limitation, any transfer documents required by a domain name registrar; and (ii) generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Trademark and all associated rights in this or any foreign country.

5. The parties hereby authorize and request the Commissioner of Patents and Trademarks, and the applicable Internet domain name registration authorities, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), (i) to record Assignee and (ii) to issue any and all Trademark (as applicable) to Assignee as the assignee and owner of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, and each of its successors, assigns or other legal representatives. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Trademark.

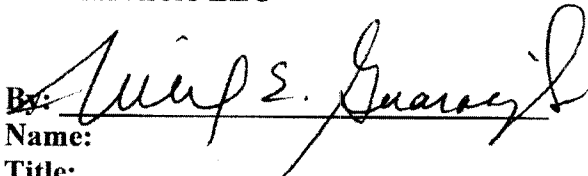
6. This assignment shall be interpreted and construed in accordance with the laws of the State of New York, without regard to the conflicts of law principles thereof. Any action brought in relation to this Assignment shall be brought in a Federal or State court in the City of New York, and the parties hereby irrevocably consent to the jurisdiction of such courts. Furthermore, each party waives any right to trial by jury with respect to any dispute, suit, action or proceeding arising out of or relating to this Assignment.

Assignor

Michael E. Guarasci, Sr.

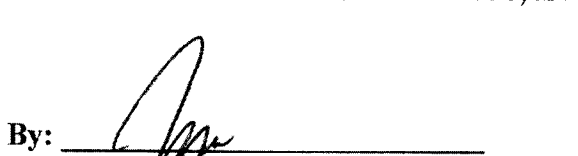
By: 
 Name: Michael E. Guarasci, Sr.
 Date: 8/20/07

YYY Advisors LLC

By: 
 Name:
 Title:
 Date: 8/20/07

Assignee

THE BEAR STEARNS COMPANIES, INC.

By: 
 Name: JEFFREY BROWN
 Title: GENERAL MANAGER DIRECTOR