

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
FBBC		12/31/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	LB Capital, LLC		
Street Address:	10505 Wayzata Blvd #1000		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55305		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2716888	LIVING BENEFITS	
CORRESPONDENCE DATA			
Fax Number:	(612)766-1600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6127667000		
Email:	trademarkmpls@faegre.com		
Correspondent Name:	Jodi A. DeSchane/Sarah House		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	228335		
NAME OF SUBMITTER:	Sarah M. House		
Signature:	/Sarah M House/		

OP \$40.00 2716888

Date:

05/22/2009

Total Attachments: 3

source=Living Benefits - Trademark Assignment#page1.tif

source=Living Benefits - Trademark Assignment#page2.tif

source=Living Benefits - Trademark Assignment#page3.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "**Assignment**") is made and entered into this 31st day of December 2007, by and between F.B.B.C., LLC, a Minnesota limited liability company ("**Assignor**"), and LB Capital, LLC, a Minnesota limited liability company ("**Assignee**"). Assignor and Assignee may be referred to in this Assignment individually as "**Party**" and collectively as "**Parties.**"

RECITALS

WHEREAS, Assignor is the owner of certain intellectual property as described on Schedule 1 attached hereto (the "**Intellectual Property**"); and

WHEREAS, Assignee, its successors, assignees and designees desires to acquire the entire right, title and interest in and to the Intellectual Property and Assignor desires to assign the entire right, title and interest in and to the Intellectual Property.

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

ASSIGNMENT AND AGREEMENT

1. **Assignment.** Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, the entire right, title and interest in and to the Intellectual Property; the same to be held and enjoyed by Assignee for its own use and on its own behalf, and for its legal representatives, successors, assigns and designees, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made, for the United States and all foreign countries.

2. **Title of Assignor.** Assignor hereby warrants, represents, covenants, and agrees that it owns or possesses the entire right, title, and interest in and to the Intellectual Property (whether registered, applied for, or not), that the Trademarks and Service Marks are valid, enforceable, and not abandoned, that no assignment, lien, claim, grant, mortgage, license, or other agreement or operation of law effecting the rights and property herein conveyed has been made to others by Assignor or by operation of law which have not been released, that all applications and registration for trademarks or service marks relating to or arising from the LIVING BENEFITS mark that are owned or possessed by Assignor are listed on Schedule 1 attached hereto, and that Assignor has full right to convey the same as herein expressed.

3. **Protection and Enforcement.** Assignor irrevocably designates and appoints Assignee as its agent and attorney-in-fact, to act for and in its behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and

issuance of intellectual property rights associated with the Intellectual Property with the same legal force and effect as if executed by Assignor. Assignor shall do all acts reasonably necessary to promptly assist Assignee in obtaining, transferring and/or assigning the Intellectual Property, including without limitation, executing such documents as Assignee may reasonably request. To the extent any court, administrative tribunal or agency with appropriate jurisdiction determines any of the rights granted hereunder may be inalienable or invalid, Assignor agrees not to exercise such rights, and grants to Assignee the exclusive, perpetual, irrevocable, worldwide, transferable, assignable, sub-licensable and royalty free right to exercise all intellectual property rights in the Intellectual Property without any obligation of attribution, royalty, fee or consent. Assignor represents and warrants that it will not take any action that jeopardizes Assignee's intellectual property rights or acquire any right in the Intellectual Property.

4. Miscellaneous. This Assignment shall be binding upon the Parties hereto and their successors. This Assignment will be governed by and construed under the laws of the State of Minnesota, United States, without regard to conflicts-of-law principles that would require the application of any other law. The provisions of this Assignment are severable. If any provision of this Assignment is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. The Parties agree that the Recitals contained herein are specifically incorporated into the Assignment by this reference. The undersigned further agree to cause any and all entities or otherwise, which are directly or indirectly controlled or influenced by the undersigned, to transfer the Intellectual Property.

IN WITNESS WHEREOF, the undersigned has signed this assignment as of the 31st day of December, 2007.

ASSIGNOR:

F.B.B.C., LLC



Paul J. Moe, Manager and Governor

ACKNOWLEDGED AND AGREED TO BY:

ASSIGNEE:

LB Capital, LLC

By: 

Michael Fannon, CEO

SCHEDULE 1**Description of Intellectual Property*****TRADEMARKS AND SERVICE MARKS**

<u>MARK</u>	<u>SERIAL/REGISTRATION NUMBER</u>	<u>FILING/REGISTRATION DATE</u>
LIVING BENEFITS	1,780,550	July 6, 1993
LIVING BENEFITS	2,907,500	June 14, 2001
LIVING BENEFITS	75/796,948	September 10, 1999

*Intellectual Property shall include any and all of Assignor's know-how, techniques, inventions, discoveries, trade secrets, derivative works or work product of any nature whatsoever related to or connected with the intellectual property described above.