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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
LAGO DI COMO, LLC		01/11/2010	LIMITED LIABILITY
		01/11/2010	COMPANY: UTAH

RECEIVING PARTY DATA

Name:	Morgan Lynch	
Street Address:	10354 N Forest Creek Dr.	
City:	Cedar Hills	
State/Country:	UTAH	
Postal Code:	84062	
Entity Type:	INDIVIDUAL: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2654248	NEEDLE

CORRESPONDENCE DATA

Fax Number: (801)416-0764

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 801.416.0746

Email: jlillywhitepc@comcast.net
Correspondent Name: Jeffery M. Lillywhite
Address Line 1: 12176 Pine Valley Way
Address Line 4: Draper, UTAH 84020

ATTORNEY DOCKET NUMBER:	11014.1
NAME OF SUBMITTER:	Jeffery M. Lillywhite
Signature:	/jeffery m lillywhite/
Date:	02/02/2010

Total Attachments: 4 source=Needle_Assignment_Lynch#page1.tif source=Needle_Assignment_Lynch#page2.tif source=Needle_Assignment_Lynch#page3.tif

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TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made as of January 11, 2010 (the "Effective Date") between Lago Di Como, LLC (the "Assignor") and Morgan Lynch, a U.S. Citizen (the "Assignee").

WHEREAS, Assignor is the sole owner of the all trade names, logos, trademarks and service marks, and all trademark and service mark registrations and applications listed in <u>Schedule A</u> (the "**Trademarks**"), and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, rights embodied in domain names and the right to recover for past infringement throughout the world;

WHEREAS, Assignor has acquired goodwill associated with and symbolized by the Trademarks and has not abandoned the same;

WHEREAS, in order to induce certain investors to invest in Assignee, Assignor desires hereby to assign to Assignee all rights, title and interest in and to the Trademarks throughout the world; and

NOW, THEREFORE, for and in consideration of the sum of One U.S. Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment and agrees as follows:

1. Assignment.

- Assignee all of Assignor's rights, title and interest in and to the Trademarks throughout the world, together with the goodwill of the Assignor's business associated with or symbolized by the Trademarks, and all other rights appurtenant to such Trademarks, including, but not limited to, all common law rights, trade name rights, rights embodied in domain names and the right to recover for past infringement throughout the world, and all rights to profits, damages and other relief for any past, present and future infringement of the Trademarks, and the right to sue and collect the same for Assignee's own use and benefit and the benefit of Assignee's successors, assigns or legal representatives, for and during the existence of the rights and all renewals thereof.
- 1.2 At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignce's written request, take any and all steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.
- 1.3 Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind

with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

2. <u>Miscellaneous</u>. This Trademark Assignment Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, as applied to contracts made arid performed entirely in such State. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable.

[Signature page follows]

IN WITNESS WHEREOF the Assignor has executed these presents the day and year first above written. ASSIGNOR: LAGO DI COMO, LLC ACKNOWLEDGMENT State of Utah) \$8: County of Utah On this day of January 2010, before me, the undersigned, personally appeared 1, 2001 | personally known to me - OR - I proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.

Accepted by:

Signature.

Notary Public

Morgan Lynch

TRADEMARK

REEL: 004142 FRAME: 0119

Schedule A

ASSIGNED TRADEMARKS

Mark	Registration Number	Registration Date
NEEDLE	2,654,248	November 26, 2002

RECORDED: 02/02/2010

TRADEMARK

REEL: 004142 FRAME: 0120