

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
Manifest Equity, LLC		11/15/2011	LIMITED LIABILITY COMPANY: DISTRICT OF COLUMBIA
RECEIVING PARTY DATA			
Name:	Manifest Equity, LLC		
Street Address:	5 Catlin Road		
City:	Brookline		
State/Country:	MASSACHUSETTS		
Postal Code:	02445		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3958022	MANIFEST EQUITY	
CORRESPONDENCE DATA			
Fax Number:	(904)598-6212		
Phone:	904-598-6112		
Email:	krowe@sgrlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Katharine F. Rowe		
Address Line 1:	50 N. Laura Street		
Address Line 2:	Suite 2600		
Address Line 4:	Jacksonville, FLORIDA 32202		
NAME OF SUBMITTER:	Katharine F. Rowe		
Signature:	/Katharine F. Rowe/		

OP \$40.00 3958022

900207808

**TRADEMARK
 REEL: 004665 FRAME: 0867**

Date:

11/23/2011

Total Attachments: 2

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Exhibit #1

ASSIGNMENT OF TRADEMARK AND REGISTRATION

This agreement (the "Assignment"), is made and entered as of the last dated signature below (the "Effective Date") by and between Manifest Equity, LLC, a Delaware limited liability company with a principal place of business at 5 Caitlin Road, Brookline, Massachusetts 02445 ("Assignee") and Manifest Equity, LLC, a District of Columbia limited liability company with a principal place of business at 2426 Scholarship, Irvine, California 92612 ("Assignor").

Whereas, Assignor has agreed to assign to Assignee all of its right, title and interest in and to the name and mark "MANIFEST EQUITY," together with the goodwill symbolized by such name and mark (the "Mark").

Now therefore, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer and assign to Assignee as of the date hereof, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith and which is symbolized thereby, and all rights to sue for past infringement of such Mark. The rights herein transferred in the Mark include any and all registrations filed therefore, including, without limitation, Reg. No. 3,958,022 and any renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment of the Mark not been made.

2. Further Actions. Each of the parties hereto covenants and agrees, at the requesting party's expense, to execute and deliver such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignment contemplated herein.

3. Governing Law. Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

MANIFEST EQUITY, LLC (DELAWARE)

By: Ruben P. Moreno
Name: Ruben P. Moreno
Title: Manager
Date: 11/15/11

MANIFEST EQUITY, LLC (DISTRICT OF COLUMBIA)

By: JZJ
Name: JUSTIN BUDIVA
Title: OWNER
Date: 10/24/11