

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Altitude Capital Partners, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Altitude Capital Management, LLC
Internal
Address: _____
Street Address: 485 Madison Avenue, 23rd Floor
City: New York
State: New York
Country: United States Zip: 10022

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Limited Liability Company Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 30, 2012

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s)
3678268
3678267

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kramer Levin Naftalis & Frankel LLP
Internal Address: _____
Street Address: 1177 Avenue of the Americas
City: New York
State: New York Zip: 10036
Phone Number: 212.715.9357
Fax Number: 212.715.8000
Email Address: kltrademark@kramerlevip.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number 500540
Authorized User Name Carole E. Klinger

9. Signature: Carole E. Klinger April 3, 2012
Signature Date

Carole E. Klinger
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (Including cover sheet) should be faxed to (671) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

CH \$65.00 500540 367826

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into and made effective as of March 30, 2012, by and between Altitude Capital Partners, LLC, a Delaware limited liability company ("Assignor"), and Altitude Capital Management, LLC, a Delaware limited liability ("Assignee").

WHEREAS, Assignor (i) uses the trade name Altitude Capital Partners, LLC and (ii) owns all right, title and interest in and to the service marks ALTITUDE CAPITAL PARTNERS and ALTITUDE CAPITAL PARTNERS & Design, including U.S. Reg. Nos. 3,678,267 and 3,678,268 therefor, for use in connection with financial services namely, funds investment services; asset acquisition, consultation, development and management services, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said marks (collectively, the "Trademarks");

WHEREAS, Assignee desires to acquire and to confirm the acquisition from Assignor, and Assignor desires to assign, transfer and convey, and to confirm the assignment, transfer and conveyance to Assignee, of all of Assignor's right, title and interest in and to the Trademarks, on the terms and conditions set forth below; and

WHEREAS, Assignor has the authority to and hereby does direct the assignment, transfer and conveyance of the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the date first written above, Assignor did and hereby does irrevocably assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Trademarks, as well as all claims and causes of action against third parties for any and all past infringements of the rights being transferred, and the right to collect and retain any proceeds therefrom.

2. Further Assurances. Assignor hereby agrees to execute, or cause to be executed such additional documents, and to take such additional actions, as are reasonably requested by Assignee to continue, secure, defend, enforce and register the Trademarks, and to otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks with the US Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the internal laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

4. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall

constitute one and the same instrument. A faxed or electronic (i.e. PDF) signature shall be deemed original.

5. Section Titles. The titles of the sections of this Trademark Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Trademark Assignment itself.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its officer duly authorized as of the date first set forth above.

ALTITUDE CAPITAL PARTNERS, LLC

By: [Signature]
Name: *Robert Kramer*
Title: *Managing Partner*

Sworn to before me this 30 day
of March, 2012

[Signature: Alison Bergen]
Notary Public

ALISON BERGEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01868207528
QUALIFIED IN KINGS COUNTY
COMMISSION EXPIRES JUNE 13, 2013

