

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
SBW Properties, Inc.		07/30/2012	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Belvedere Designs LLC		
Street Address:	850 S. Boulder Highway, #430		
City:	Henderson		
State/Country:	NEVADA		
Postal Code:	89015		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3346395	WALL QUOTES	
CORRESPONDENCE DATA			
Fax Number:	7024340615		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7024339696		
Email:	aplatt@woodserickson.com		
Correspondent Name:	Andrew Platt		
Address Line 1:	1349 Galleria Drive, Suite 200		
Address Line 4:	Henderson, NEVADA 89014		
ATTORNEY DOCKET NUMBER:	1720-01		
NAME OF SUBMITTER:	Andrew B. Platt		
Signature:	/Andrew B. Platt/		
Date:	08/16/2012		
Total Attachments: 3 source=Wall Quotes Trademark Transfer Jul 2012#page1.tif source=Wall Quotes Trademark Transfer Jul 2012#page2.tif source=Wall Quotes Trademark Transfer Jul 2012#page3.tif			

OP \$40.00 3346395

TRADEMARK ASSIGNMENT AGREEMENT

This Agreement is made and entered into this July 30 __, 2012, by and between SBW Properties, Inc., a Utah corporation ("SBW" or "Assignor"); and Belvedere Designs LLC a Nevada limited liability company ("Belvedere" or "Assignee").

In consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. **Transfer of Trademark.**

1.01 SBW is the registered owner of the trademark "Wall Quotes" pursuant to that registration number 3346395 dated November 27, 2007. The term "Trademark" shall mean said Wall Quotes trademark together with all goodwill associated therewith including the right to rely upon any historical use in commerce.

1.02 Upon payment of the Assignment Fee, SBW assigns, sells, and conveys to Belvedere SBW's entire right, title, and interest in the Trademark.

2. **Assignment Fee.** Belvedere shall pay to Multichannel Marketing, LLC on behalf of SBW, the sum of \$6,700 in readily available funds.

3. **Limited Representations and Warranties.**

3.01 **Historical use.** Belvedere relies on the fact of SBW's use of the Trademark in commerce only to the extent that the exhibits attached to the Trademark registration are authentic and Belvedere has not relied on any statements made by SBW's agents regarding the use of the Trademark.

3.02 **Exclusive ownership.** The Assignor has the exclusive ownership of the Trademark and no rights or equity of any third party is prejudiced due to the using of the Trademark. There is no litigation or any other dispute arising from or relating to the Trademark.

3.03 **No Prior Assignment or Encumbrance.** SBW and the person signing for SBW warrant that (a) SBW has full rights to make the assignment hereunder and to fulfill its obligations hereunder, (b) that no prior assignment or license of the Trademark has been made, and (c) that no other party has a valid basis to claim a lien, encumbrance, or right to the Trademark.

3.04 **Capacity to Assign.** Notwithstanding that the Utah Division of Corporations administratively dissolved or declared SBW to be expired on or about July 25, 2012, SBW and the person signing for SBW hereof warrant that the assignment by SBW to Belvedere is executed in connection with the winding up and liquidation of the business of SBW.

4. **Further acts.** Notwithstanding that Belvedere shall be responsible for any filing, transactional, or attorney fees in connection with the assignment of the Trademark on the records

WOODS ERICKSON WHITTAKER & MAURICE LLP
1349 Galleria Dr., Suite 200
Henderson, NV 89014 (702) 433-9696

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of the United States Patent and Trademark office which it may choose to effectuate, SBW agrees that from time to time, upon the request of Belvedere, it will execute and deliver such other instruments of conveyance and transfer and take such other action as Belvedere may reasonably require to more effectively convey, transfer, to and vest in Belvedere title and possession of the Trademark. If requested by Belvedere, and to the extent commercially reasonable, SBW will provide access to evidence which may support Belvedere's efforts to enforce its claim to the Trademark.

5. **Miscellaneous Provisions.**

5.01 **Governing Law.** This Agreement shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Nevada, without regard to its choice of law rules.

5.02 **Entire Understanding.** This Agreement constitutes the entire understanding and agreement between SBW and Belvedere with regard to all matters herein, and there are no other agreements, conditions, or representations, oral or written, expressed or implied, with regard thereto other than as referred to herein. This Agreement may be amended only in writing, signed by both parties hereto.

5.03 **Severability.** If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining terms and provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable term or provision has not been contained herein.

5.04 **Successors.** This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, and successors.

5.05 **Creditors.** No provision of this Agreement is for the benefit of, or shall be enforceable by, any creditor of any party hereto.

5.06 **Consent to Jurisdiction.** The parties agree that any action or proceeding to enforce, or that arises out of, this Agreement may be commenced and maintained in the district courts of the State of Nevada, or in the United States District Court for the District of Nevada, and hereby waive any objection to the jurisdiction of said courts in any litigation arising hereunder on the basis that such court is an inconvenient forum or otherwise.

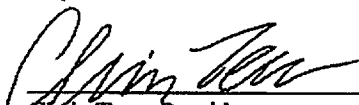
5.07 **Attorney Fees.** In the event that this Agreement is breached by either party, the breaching party shall be liable for all costs and attorney fees incurred by the non-breaching party as a result of the breach or in enforcing the terms of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

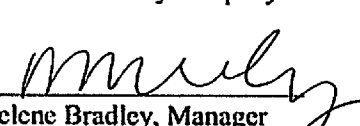
"SBW"

SBW Properties, Inc.,
a Utah corporation

By: 
Chris Tew, President

"BELVEDERE"

Belvedere Designs LLC
a Nevada limited liability company

By: 
Raelene Bradley, Manager