

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
Center Stage Comedy, LP		12/20/2012	LIMITED PARTNERSHIP: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Two Protons, LLC		
Street Address:	1290 S. Avignon Drive		
City:	Gladwyne		
State/Country:	PENNSYLVANIA		
Postal Code:	19035		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3021519	HELIUM	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2155956917		
Email:	vworourke@yahoo.com		
Correspondent Name:	Victoria O'Rourke		
Address Line 1:	42 Stanton Road		
Address Line 4:	Darien, CONNECTICUT 06820		
NAME OF SUBMITTER:	Victoria O'Rourke, Authorized Person		
Signature:	/Victoria O'Rourke/		
Date:	01/11/2013		
Total Attachments: 1 source=Helium - Trademark Assignment#page1.tif			

OP \$40.00 3021519

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated December 20, 2012, between Center Stage Comedy, LP, a Pennsylvania limited partnership ("Assignor"), and Two Protons, LLC, a Pennsylvania limited liability company ("Assignee"), transfers and assigns from Assignor to Assignee, all right, title, and interest in and to the mark and Federal registration described below:

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
HELIUM	3,021,519	November 29, 2005

and the goodwill of the business associated therewith (collectively, the "Mark").

For good and valuable consideration from Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee all of its right, title and interest in and to the Mark, free and clear of all liens and encumbrances, together with all of the goodwill of the entire business associated with and symbolized by such Mark, the registration thereof and therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Mark, for the use and behoof of Assignee and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States Patent and Trademark Office.


After execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Mark, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Mark and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF, intending to be legally bound, the Assignor has duly executed this Trademark Assignment as of the day and year first above written.

CENTER STAGE COMEDY, L.P.

By: Center Stage Comedy GP, L.L.C.,
its General Partner

By: 
Marc Grossman, Sole Member