

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Options Made Easy, LP		08/19/2003	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA	
Name:	GlobalTec Solutions
Composed Of:	COMPOSED OF George Thompson, Managing Partner
Street Address:	5010 Addison Circle
City:	Addison
State/Country:	TEXAS
Postal Code:	75001
Entity Type:	Limited Liability Partnership: TEXAS

PROPERTY NUMBERS Total: 1	
Property Type	Number
Serial Number:	78124912

CORRESPONDENCE DATA	
Fax Number:	(214)866-0010
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(214) 866-0001
Email:	dchalker@chalkerflores.com
Correspondent Name:	Chalker Flores, LLP
Address Line 1:	12700 Park Central Drive
Address Line 2:	Suite 455
Address Line 4:	Dallas, TEXAS 75251

ATTORNEY DOCKET NUMBER:	GLTS 3002
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NAME OF SUBMITTER:	Daniel Chalker
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Total Attachments: 4  
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**TRADEMARK  
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## TRADEMARK ASSIGNMENT AND LICENSE-BACK AGREEMENT

**THIS AGREEMENT** is effective as of October 4, 2002 (the "Effective Date") by and between Options Made Easy, LP, a Texas limited partnership, with offices at 5010 Addison Circle, Addison, Texas 75010 ("OME") and GlobalTec Solutions, LLP, a Texas limited liability partnership, with offices at 5010 Addison Circle, Addison, Texas 75010 ("GLOBALTEC").

**WHEREAS**, OME is the owner of the trademarks set forth on the attached Exhibit A (hereinafter collectively and individually referred to as the "OME Trademarks");

**WHEREAS**, GLOBALTEC is the owner of the trademarks set forth on the attached Exhibit B (hereinafter collectively and individually referred to as the "GLOBALTEC Trademarks"); and

**WHEREAS**, OME and GLOBALTEC desire GLOBALTEC to acquire the OME Trademarks and to license the OME Trademarks and GLOBALTEC Trademarks to OME.

**NOW, THEREFORE**, in consideration of the promises and agreements set forth herein, the receipt and adequacy of which are hereby acknowledged, the parties, each intending to be legally bound hereby, do promise and agree as follows:

1. **Trademark Assignment.** OME hereby assigns and transfers to GLOBALTEC: (i) all rights, title, and interest held by OME in and to the OME Trademarks and all registrations and applications for registration of the OME Trademarks; (ii) the goodwill of the business connected with the use of and symbolized by the OME Trademarks; and (iii) all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of the OME Trademarks or injury to said goodwill, together with the right to sue or recover the same in GLOBALTEC's name.

2. **Trademark License.** Subject to the terms and conditions of this Agreement, GLOBALTEC hereby grants to OME a nontransferable, royalty-free, nonexclusive license for the OME Trademarks and the GLOBALTEC Trademarks (hereinafter collectively and individually referred to as the "Licensed Trademarks") for use in connection with computer software, written materials for such software, support services, training services, marketing of such goods and services, and other related or similar goods and services in connection with which the Licensed Trademarks may be used by OME in the future.

3. **Quality Control.**

a. OME shall use the Licensed Trademarks only in connection with goods manufactured and services provided in accordance with the standards of quality in materials, design, performance, workmanship, use, advertising and promotion as in the past and may be set forth in quality control specifications furnished by GLOBALTEC.

b. OME shall comply with the same conditions with respect to the style, appearance and manner of use of the Licensed Trademarks as in the past and as set forth by GLOBALTEC. Representative specimens showing the Licensed Trademarks, notice(s), and location on the products, shall be provided by OME to GLOBALTEC from time to time upon reasonable notice. Marketing materials that use the Licensed Trademarks, or which refer to GLOBALTEC shall conform to the control specifications, as amended from time to time. All such OME initiated marketing material may, at GLOBALTEC's option, be subject to prepublication review and approval with respect to, but not limited to, context, style, appearance, composition, timing and media.

c. In the event that GLOBALTEC believes that the quality of the goods and services used in connection with the Licensed Trademarks is not being maintained, it will so advise OME, and OME shall promptly take the necessary corrective action to maintain the quality of the goods and services in a manner consistent with the obligations herein.

4. **Protection of Licensed Trademarks.**

a. OME admits the validity of, and agrees not to challenge the Licensed Trademarks. OME also agrees that any and all rights that may be acquired by the use of the Licensed Trademarks by OME shall inure to the sole

benefit of GLOBALTEC. OME agrees to execute all papers reasonably requested by GLOBALTEC to affect further registration of, maintenance and renewal of the Licensed Trademarks and where applicable, to record OME as a registered user of the Licensed Trademarks.

b. OME shall not cause any Licensed Trademark to become abandoned, to be forfeited or dedicated to the public, without the express written approval of GLOBALTEC. OME agrees not to assist others to contest the registrations of the Licensed Trademarks or to take any action or assist any others to take any action which would impair the value of the Licensed Trademarks or the business, assets, or goodwill associated therewith or appurtenant thereto.

**5. Representations and Warranties.**

a. OME represents and warrants that it: (i) has full right, power and authority to enter into this Agreement; and (ii) is the owner of the entire right, title, and interest in and to the OME Trademarks.

b. GLOBALTEC represents and warrants that it: (i) has full right, power and authority to enter into this Agreement; and (ii) is the owner of the entire right, title, and interest in and to the GLOBALTEC Trademarks.

c. Each party represents and warrants that this Agreement has been duly executed and delivered, that the Agreement is valid, legal and binding, and that the Agreement does not contravene any other agreement to which OME or GLOBALTEC is a party or its partnership agreement.

**6. Infringement.** OME shall use its best efforts to detect any infringements of the rights to the Licensed Trademarks. In the event that a Licensed Trademark is infringed by a third party, OME shall promptly notify GLOBALTEC and GLOBALTEC shall have the first opportunity, but not the obligation, to sue for infringement. In the event GLOBALTEC sues for infringement, it shall have the right to recover and retain any and all damages from such infringement. In the event that GLOBALTEC elects not to sue for infringement, it shall notify OME of its decision within one (1) month after the date of original notice to OME of such infringement, and, thereafter, OME shall have the right, at its own expense, including reasonable attorney fees, to sue for infringement and obtain directly all damages recovered therefrom. Notwithstanding the foregoing, GLOBALTEC shall have no obligation or responsibility to protect or defend the Licensed Trademarks or the right to use thereof.

**7. Term and Termination.**

a. The assignment of the OME Trademarks in Section 1 of this Agreement is perpetual and irrevocable, and shall survive the termination of the license of the Licensed Trademarks to OME.

b. Unless earlier terminated in accordance with this Agreement, the license of the Licensed Trademarks to OME in Section 2 of this Agreement shall continue perpetually. Either party may terminate the license of the Licensed Trademarks to OME in Section 2 of this Agreement on sixty (60) days' written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that, during the sixty (60) day period, the breaching party fails to cure such breach. Notwithstanding the foregoing, Sections 1 and 4 through 10 of this Agreement shall survive the termination of the license of the Licensed Trademarks to OME pursuant to this subsection.

**8. Posttermination Rights.** On termination or cancellation of the license of the Licensed Trademarks in Section 2 pursuant to Section 7, subsection b, OME shall immediately cease and desist in the use of the Licensed Trademarks or any colorable imitation thereof, and shall deliver to GLOBALTEC all unused or unsold Goods bearing the Licensed Trademarks. The provisions of this paragraph may be enforced at law or in equity.

**9. Indemnity.** OME agrees to defend, indemnify, and hold GLOBALTEC, its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against GLOBALTEC from this Agreement or any matters relating thereto or based on the manufacture or sale of the Licensed Products, including but not limited to actions founded on product liability.

**10. General Provisions.**

**a. Jurisdiction and Disputes.** This Agreement shall be governed by the laws of the state of Texas. All disputes hereunder shall be resolved in the applicable state or federal courts of Texas. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

**b. Agreement Binding on Successors.** This Agreement shall be binding on and shall inure to the benefit of the parties hereto, their heirs, administrators, successors, and assigns.

**c. Cooperation.** OME agrees to execute, acknowledge, and deliver all further instruments and documents and take all such further action that may be necessary or appropriate in order to carry out the intentions and purposes of this Agreement.

**d. Waiver.** No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

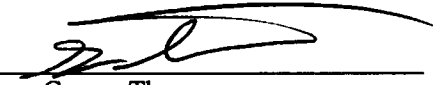
**e. Severability.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

**f. No Assignment.** The license of the Licensed Trademarks in Section 2 of this Agreement is personal to OME and may not be assigned by any act of OME or by operation of law unless in connection with a transfer of substantially all the assets of OME or with the prior written consent of GLOBALTEC.

**g. Integration.** This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

**OPTIONS MADE EASY, LP**

By:   
George Thompson  
Title: Manager of Options GP, LLC, the  
General Partner of Options Made Easy, LP

Date: 8/19/03

**GLOBALTEC SOLUTIONS, LLP**

By:   
George Thompson  
Title: Managing Partner

Date: 8/19/03

**EXHIBIT A  
OME Trademarks**

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
OPTIONS MADE EASY	Australia	932,026	10/28/2002		
OPTIONS MADE EASY	Canada	1,157,116	10/28/2002		
OPTIONS MADE EASY	USA	78/124,912	4/29/2002		

**EXHIBIT B  
GLOBALTEC Trademarks**

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
OPTIONS MADE EASY	Australia	960,538	7/7/2003		
OPTIONS MADE EASY	Canada		7/21/2003		
OPTIONS MADE EASY	USA	78/205,351	1/21/2003		
OPTIONS MADE EASY	USA	78/205,438	1/21/2003		
OPTIONHUNTER	USA	78/242,609	4/28/2003		
OPTIONFEED	USA	78/242,614	4/28/2003		
OPTIONS CHAT			Common Law		