

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Digital, LLC		09/26/2003	limited liability company: CONNECTICUT

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HQ Holdings, LLC
<b>Street Address:</b>	39555 Orchard Hill Place, #155
<b>City:</b>	Novi
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48375
<b>Entity Type:</b>	limited liability company: MICHIGAN

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2065613	HOME WEB

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(734)930-2494
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	skornfield@bodmanlongley.com
<b>Correspondent Name:</b>	Susan M. Kornfield
<b>Address Line 1:</b>	110 Miller, Suite 300
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104

<b>NAME OF SUBMITTER:</b>	Susan M. Kornfield
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<b>Total Attachments: 2</b> source=HomeWeb1#page1.tif source=HomeWeb2#page1.tif
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OP \$40.00 2065613

ASSIGNMENT OF TRADEMARK AND SERVICE MARK

THIS ASSIGNMENT is made as of the 26th day of September, 2003 confirming the assignment and transfer of certain trademark and service mark rights by and among U.S. Digital Corporation and U.S. Digital, LLC Corporation Connecticut (hereinafter "Assignors") and HQ Holdings, LLC, a Michigan limited liability company (hereinafter "Assignee") with reference to the following facts:

A. Assignor wishes to memorialize the assignment of the "Home Web" trademark and service mark identified by number 2065613 (the "Mark"), together with the good will associated with the Marks, to Assignee and Assignee wishes to accept and record such assignment.

THEREFORE, the parties agree as follows:

1. Assignment. In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors hereby sell, assign and transfer to Assignee, its successors and assigns, all of the Assignors' right, title and interest in and to the Mark, "Home Web" trademark and service mark with the registration number 2065613 ("Mark"), the goodwill of the business associated with the Mark, together with the right to bring any demands or actions arising by reason of any past unauthorized use of the Mark by third parties.

INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Agreement as of the day and year first above written.

U.S. Digital Corporation ("Assignor")

By: [Signature]  
Nelson Hansen  
Its: President

U.S. Digital LLC Corporation Connecticut ("Assignor")

By: [Signature]  
Nelson Hansen  
Its: President

HQ Holdings, LLC ("Assignee")

By: [Signature]  
Kyle Hoylman  
Its: Manager & CEO

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF Oakland )

Acknowledged before me in Oakland, Michigan, on Sept 29, 2003,  
by Nelson Hansen, the President of U.S. Digital and Kyle Hoylman, the Manager & CEO of  
HQ Holdings, LLC, a Michigan limited liability company.

  
\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_

**Denise Filnders**  
**Notary Public Macomb Cty MI**  
**My Commission Exp. 1/7/2006**  
**Acting in Oakland**