

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
Centiv, Inc.		01/15/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Centiv Services, Inc.
Street Address:	998 Forest Edge Drive
City:	Vernon Hills
State/Country:	ILLINOIS
Postal Code:	60061
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	76230107	BRAND SENTINEL
Registration Number:	2644179	CENTIV
Registration Number:	2764940	INSTANT IMPACT

CORRESPONDENCE DATA	
Fax Number:	(312)569-3474
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-569-1474
Email:	IPDOCKET@gcd.com
Correspondent Name:	Gardner Carton & Douglas LLP
Address Line 1:	191 N. Wacker Drive
Address Line 2:	Suite 3700
Address Line 4:	Chicago, ILLINOIS 60606-1698

ATTORNEY DOCKET NUMBER:	CENTIV
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NAME OF SUBMITTER:	Liisa M. Thomas
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Total Attachments: 4 source=Centiv1#page1.tif
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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the "Agreement") is made as of the 15 day of January, 2004, between Centiv, Inc. (the "Company"), a Delaware corporation, and Centiv Services, Inc. ("Sub"), a Nevada corporation, and a wholly owned subsidiary of the Company;

RECITALS:

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Contribution of Assets. Subject to the terms and conditions set forth in this Agreement, the Company agrees to contribute, assign, transfer, and convey, by an appropriate transfer document, all of its right, title and interest in and to all of the assets used in the Business, including, without limitation, the following (collectively, the "Assets"):

(a) All accounts including receivables; leases; electronic and other chattel paper; contract rights; letters of credit and letter-of-credit rights; instruments; rights to payment under policies of insurance; and documents; excluding, however and tax loss carry over held by the Company;

(b) All general intangibles, including: all payment intangibles, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, software, plans, schematics, engineering drawings, writings and goodwill, all licenses, permits, approvals and agreements of any kind or nature pursuant to which the Company possesses, uses or has the right to possess or use tangible or intangible property of others or pursuant to which others possess, use or have the right to possess or use the tangible or intangible property of Company; leasehold interests; and guaranty claims;

(c) All inventory, including returned and repossessed goods, raw materials, and work in progress;

(d) All goods, equipment, vehicles, leasehold improvements, and fixtures, together with accessions thereto, replacement parts therefor and commingled goods;

(e) All money, instruments, deposit accounts, certificates of deposit, deposits, investment property;

(f) All books and records, including customer lists, credit files, computer programs, printouts, and other materials and records, pertaining to any of the foregoing;

(g) All documents of title evidencing or issued with respect to, and supporting obligations pertaining to, any of the foregoing; and

(h) All proceeds, products, replacements and increases of, additions and accessions to, and substitutions for, the property described in the foregoing part of this Section, and rights in and claims to or benefits under contracts of insurance covering any of the property described in the foregoing part of this Section.

(a) As of the Effective Date (as defined below), Sub shall assume all of the existing liabilities of the Company, whether or not accrued, whether fixed, contingent or otherwise, whether known or unknown, and whether or not recorded on the books and records of the Company arising out of or by reason of this or any other transaction or event occurring prior to the Effective Date, including, without limitation, all performance obligations under employment agreements, leases or other contracts existing as of the Effective Date (collectively, the "Assumed Liabilities"). Sub shall indemnify, hold harmless and defend the Company from any all claims, damages, costs, expenses or other liabilities of any nature associated with the Assumed Liabilities. The Company shall have the right to reclaim any of the Assets if necessary to secure the payment of the indemnification provided for in this Section 2(a).

3. **Effectiveness.** The transactions contemplated by this Agreement shall be deemed effective as of the date first written above (the "Effective Date").

4. **Title; Liens.** The Company has insurable and marketable fee simple title to the Assets, free and clear of all mortgages, liens, encumbrances, excepting only such matters evidencing Assumed Liabilities or affecting title as do not materially affect the Company's use or ownership of the Assets.

5. **Authority; Status.**

(a) **Relating to the Company.** The Company hereby represents and warrants to Sub that: (i) this Agreement is, and all documents, affidavits and certificates to be executed by the Company pursuant hereto, ("Company Closing Documents") will be when executed by the Company, binding on and enforceable against it in accordance with their respective terms; (ii) this Agreement, the Company Closing Documents to be executed by the Company, and the transactions contemplated hereby and thereby have been approved by all necessary action of the Company; and (iii) the Company is a duly formed and validly existing corporation and in good standing under the laws of the State of Delaware, with the power to conduct its business and to acquire and own the additional equity interest in Sub.

(b) **Relating to Sub.** Sub represents and warrants to the Company that: (i) this Agreement is, and all documents, affidavits and certificates to be executed and delivered by Sub ("Sub Closing Documents") will be when executed by Sub, binding on and enforceable against Sub in accordance with their respective terms; (ii) Sub is empowered to acquire and own the Assets; (iii) this Agreement, the Sub Closing Documents, and the transactions contemplated hereby and thereby have been approved by all requisite partnership action of Sub; and (iv) the execution and delivery by Sub of the Sub Closing Documents and the performance by Sub of its obligations thereunder do not and will not constitute a default under, or conflict with or violate, any provision of Sub's Articles of Incorporation or Bylaws or any other agreement to which Sub is a party or by which Sub is bound.

(c) The representations and warranties made pursuant to the foregoing Sections 5(a) and 5(b) are made and shall be true and correct on and as of Effective Date of this Agreement.

7. **Miscellaneous.**

(a) **Further Assurances.** Each of the parties hereto shall execute and deliver such documents and other papers and perform such further acts as may be reasonably required, desirable or requested to carry out the provision hereof and the transactions contemplated hereby, including without limitation, any deeds or bills of sale evidencing the transfer of the Real Property.

(b) **Governing Law/Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, irrespective of conflicts of laws principles.

(c) **Counterparts.** This Agreement 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; provided, however, in no event shall this Agreement be effective unless and until signed by all parties hereto.

(d) **Amendments.** This Agreement may be amended or modified and the terms and conditions hereof may be waived by a written instrument signed by the parties hereto which, if provided for in such instrument, shall be deemed to be effective as of the Effective Date.

(e) **Recitals; Exhibits.** Each and all of the recitals set forth above and the exhibits attached hereto are hereby incorporated into this Agreement by reference.

(f) **Successors and Assigns.** The rights, title, benefits, and obligations of the parties hereto under this Agreement shall inure to the benefit of and be binding upon their respective successors and assigns.

(g) **No Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer upon any person or entity, other than the parties hereto, or their respective successors or assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

(h) **Rules of Construction.** Section captions used in this Agreement are for convenience only and shall not affect the construction of the Agreement. All references to "Sections," without reference to a document other than this Agreement are intended to designate articles and sections of this Agreement. The use of the term "including" shall mean in all cases "including but not limited to," unless specifically designated otherwise. No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

7. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the contribution of the Assets. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties hereto other than as herein set forth. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement and other agreements referred to herein shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

[Signature Page Follows]

[Signature Page to Contribution Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

CENTIV, INC.

By: 

Name: Thomas M. Manson

Title: CEO

CENTIV SERVICES, INC.

By: 

Name: Thomas M. Manson

Title: CEO

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