

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	11/29/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ZeroChaos, Inc.		11/29/2004	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	ZeroChaos Acquisition Company, LLC
Street Address:	301 E. Pine Street, Suite 150
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32801
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2475703	ZEROCHAOS
Serial Number:	76475873	E-CONTRACTOR
Serial Number:	78464511	EK
Registration Number:	2455103	ZEROCHAOS.COM
Registration Number:	2497682	ZEROCHAOS.COM

CORRESPONDENCE DATA

Fax Number: (407)841-0168
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 407-649-4000
 Email: blandrum@bakerlaw.com
 Correspondent Name: Beppy Lyn Landrum, Esq.
 Address Line 1: 200 South Orange Avenue, Suite 2300
 Address Line 2: Baker & Hostetler LLP
 Address Line 4: Orlando, FLORIDA 32801

CH \$140.00 2475703

NAME OF SUBMITTER:	Beppy Lyn Landrum, Esq.
Signature:	/Beppy Lyn Landrum, Esq./
Date:	12/23/2004
Total Attachments: 4 source=ZeroChaos IP Assignment Agreement#page1.tif source=ZeroChaos IP Assignment Agreement#page2.tif source=ZeroChaos IP Assignment Agreement#page3.tif source=ZeroChaos IP Assignment Agreement#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is made as of the Effective Date by and between **ZeroChaos Acquisition Company, LLC**, a Florida limited liability company having its principal place of business at 301 E. Pine Street, Suite 150, Orlando, Florida 32801 ("Assignee") and **ZeroChaos, Inc.**, a Florida corporation having its principal place of business at 111 W. Jefferson Street, Suite 100, Orlando, Florida 32801 ("Assignor").

In consideration of the premises and covenants set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1.0 Definitions

1.1 "Agreement" means this Agreement, any and all Schedules attached hereto, and any and all subsequent executed amendments hereto.

1.2 "Copyright" means copyrighted and copyrightable material, whether or not registered, published, or containing a copyright notice, in any and all media, and further including but not limited to, any and all moral rights and corresponding rights under international agreements and conventions, Derivatives, and any and all applications for registrations, registrations, and/or renewals of any of the foregoing.

1.3 "Derivatives" means any and all adaptations, enhancements, improvements, modifications, revisions, or translations to any Intellectual Property.

1.4 "Effective Date" means the date when this Agreement shall become effective, which shall be the date when the last Party to sign and date this Agreement does so.

1.5 "Intellectual Property" means the Copyrights, Patents, and Trademarks identified on Schedule "A" attached hereto and made a part hereof by this reference, and any and all Derivatives thereof.

1.6 "Party" means either Assignee or Assignor, and "Parties" means both of them.

1.7 "Patents" means all patentable materials, letters patent and utility models, including reissues, divisionals, continuations, continuations-in-part, renewals, Derivatives, and extensions of any of the foregoing and applications therefor (and patents which may issue on such applications).

1.8 "Trademarks" means trademarks, service marks, logos, domain names, URLs, trade names, and the like.

2.0 Assignment

Assignor hereby irrevocably grants, transfers, and assigns to Assignee, without reservation, all of Assignor's worldwide right, title, and interest including any and all statutory and/or common law rights therein, which Assignor may have or acquire, by operation of law or otherwise, in and to any and all of the Intellectual Property, along with the goodwill of the business appurtenant to the Trademarks. Assignor further hereby transfers and assigns to Assignee any and all moral rights that Assignor may have in any of the Intellectual Property and forever waives and agrees never to assert any and all moral rights it may have therein. Assignor, at the written request and expense of Assignee, agrees to execute any and all documentation necessary to formally effectuate the foregoing transfer of rights to Assignee.

3.0 General

3.1 Assignor warrants and represents that (i) the Intellectual Property in the computer software identified on Schedule "A" as Internally Developed Computer Software is original and proprietary to Assignor; (ii)

Assignor is the owner of all right, title and interest in and any and all Intellectual Property; (iii) to Assignor's knowledge, the Intellectual Property does not infringe or misappropriate the intellectual property rights of any third party; and (iv) Assignor has the right to enter into this Agreement with Assignee.

3.2 Assignor agrees to indemnify and defend Assignee from against any loss, liability, damage, cost or expense including reasonable legal fees arising out of any claims or suits, whatever their nature and however arising, which may be brought or made against Assignee by reason of or arising from any allegation that use of any or all of the Intellectual Property, as assigned hereunder and not modified, altered, or otherwise changed by on behalf of Assignee, infringes, interferes with, or otherwise violates the Intellectual Property rights of, or unfairly competes with, a third party. In no event may Assignor enter into any third party settlement agreements which would in any manner whatsoever affect the rights of, or bind, Assignee in any manner to said third party, without the prior written consent of Assignee.

3.3 This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns.

3.4 The construction and meaning of the terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Florida, and any litigation relating thereto shall be brought in a court of competent jurisdiction in Orlando, Florida. In the event of any litigation arising out this Agreement, the prevailing Party shall recover its attorneys fees and costs from the other Party.

3.5 This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof. The failure of either Party to require performance of any provision of this Agreement shall not be construed as a waiver of its rights to insist on performance of that same provision, or any other provision, at some other time. Any waiver, variation or amendment, or modification, of any term or condition of this Agreement shall be effective only if signed by an authorized representative of both Parties hereto. The waiver by either Party of any right created by this Agreement in one or more instances shall not be construed as a further continuing waiver of such right or any other right created by this Agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

Agreed to by and between the Parties as of the Effective Date hereof.

ASSIGNOR:

ZeroChaos, Inc.
a Florida corporation

By: 

Name: Dayne Williams

Title: CEO

Date: 11/29/04

ASSIGNEE:

ZeroChaos Acquisition Company, LLC
a Florida limited liability company

By: 

Name: Franze Alphonse

Title: Manager

Date: November 29, 2004

SCHEDULE "A"
to
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

[Attach Schedule of Intellectual Property]

INTELLECTUAL PROPERTY

Service and Trademarks Including the following service mark applications and registrations and the underlying common law rights thereof:

Mark	ZEROCHAOS
Owner Name	ZeroChaos, Inc., by assignment
Current/Previous Owner Address	111 W. Jefferson Street, Suite 100, Orlando, Florida 32801 (Assignee) 1411 Edgewater Drive, Suite 203, Orlando, Florida 32804 (Applicant)
Application Date	July 14, 2000
Serial (Application) No.	76/088,775
Registration Date	August 7, 2001
Registration No.	2,475,703
Status	Registered

Mark	E-CONTRACTOR
Owner Name	ZeroChaos, Inc., by assignment
Current/Previous Owner Address	111 W. Jefferson Street, Suite 100, Orlando, Florida 32801 (Assignee) 111 W. Jefferson Street, Suite 100, Orlando, Florida 32810 (Applicant) [note: incorrect zip on application, should be 32801]
Application Date	December 17, 2002
Serial (Application) No.	76/475,873
Registration Date	n/a
Registration No.	n/a
Status	Abandoned Sept 8, 2004, for failure to respond to Office Action (PTO error); as of Closing, trademark counsel for ZeroChaos, Inc. is attempting to file reinstatement with the United States Patent and Trademark Office.

Mark	EK and Design
Owner Name	ZeroChaos, Inc., applicant
Owner Address	111 W. Jefferson Street, Suite 100, Orlando, Florida 32801
Application Date	August 9, 2004
Serial (Application) No.	78/464,511
Registration Date	n/a
Registration No.	n/a
Status	Pending

Mark	ZEROCHAOS.COM and Design
Owner Name	ZeroChaos, Inc., by assignment
Current/Previous Owner Address	111 W. Jefferson Street, Suite 100, Orlando, Florida 32801 (Assignee) 1411 Edgewater Drive, Suite 203, Orlando, Florida 32804 (Applicant)
Application Date	March 20, 2000
Serial (Application) No.	76/004,358
Registration Date	May 29, 2001
Registration No.	2,455,103
Status	Registered

Mark	ZEROCHAOS.COM
Owner Name	ZeroChaos, Inc., by assignment
Current/Previous Owner Address	111 W. Jefferson Street, Suite 100, Orlando, Florida 32801 (Assignee) 111 W. Jefferson Street, Suite 100, Orlando, Florida 32804 (Applicant) [note: incorrect zip on application, should be 32801]
Application Date	November 16, 1999
Serial (Application) No.	75/849,094
Registration Date	October 16, 2001
Registration No.	2,497,682
Status	Registered