

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
Valued Services Intellectual Property Holdings, Inc.		04/27/2005	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Valued Services Intellectual Property Management, Inc. II		
Street Address:	101 Convention Center Drive		
Internal Address:	Suite 850 -19C		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89109		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78381562	IT'S YOUR MONEY - TAKE CHARGE OF IT	
Serial Number:	78381558	IT'S YOUR MONEY - TAKE CHARGE OF IT	
Serial Number:	78381564	IT'S YOUR MONEY - TAKE CHARGE OF IT	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6771		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4048853539		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Segeda T. Ranjeet		
Address Line 1:	600 Peachtree Street NE		
Address Line 2:	Bank of America Plaza - Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
NAME OF SUBMITTER:	Segeda T. Ranjeet		

OP \$90.00 78381562

Signature:

/STR/

Date:

05/02/2005

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made and entered into as of the 27th day of April, 2005 by and between Valued Services Intellectual Property Holdings, Inc., a Georgia corporation ("Assignor"), and Valued Services Intellectual Property Management, Inc. II a Nevada corporation, ("Assignee").

RECITALS

WHEREAS, Assignor has adopted and used or intends to use and is the owner of the marks (the "Marks") set forth on Schedule A attached hereto and incorporated herein by this reference; and

Assignee desires to obtain from Assignor and Assignor desires to assign and transfer to Assignee all right, title, and interest in and to the Marks and the underlying business pertaining to the Marks, together with the goodwill of the underlying business symbolized by the Marks and the right to recover damages and profits and other remedies for past infringement of the Marks.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor and Assignee agree as follows:

TERMS AND CONDITIONS

1. Assignment. Assignor hereby grants, conveys, and assigns to Assignee all right, title, and interest in and to the Marks in the United States and throughout the world and the to the underlying business pertaining to the Marks, together with the goodwill of the business symbolized by the Marks and the right to recover damages and profits and other remedies for past infringement of the Marks.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title, and interest in and to the Marks, and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States and throughout the world.

"ASSIGNOR"

"ASSIGNEE"

VALUED SERVICES INTELLECTUAL
PROPERTY HOLDINGS, INC.

VALUED SERVICES INTELLECTUAL
PROPERTY MANAGEMENT, INC. II.

By: 

By: 

Date: 4/27/05

Date: 4/27/05

SCHEDULE A

	<u>App. / Reg No.</u>	<u>Mark</u>
1.	78/381562	IT'S YOUR MONEY -TAKE CHARGE OF IT
2.	78/381558	IT'S YOUR MONEY -TAKE CHARGE OF IT
3.	78/381564	IT'S YOUR MONEY ~TAKE CHARGE OF IT