# 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
Digital Identity World, Inc.		09/19/2005	COMPANY: COLORADO

## **RECEIVING PARTY DATA**

Name:	Digital ID World, LLC	
Street Address:	9502 Roe Circle	
City:	Franktown	
State/Country:	COLORADO	
Postal Code:	80116	
Entity Type:	Limited Liability Company: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2983193	DIGITAL ID WORLD

## **CORRESPONDENCE DATA**

Fax Number: (508)424-4807

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 508-935-4686

Email: trademark\_docket@idg.com
Correspondent Name: International Data Group, Inc.

Address Line 1: 5 Speen Street

Address Line 4: Framingham, MASSACHUSETTS 01701

NAME OF SUBMITTER:	Miriam Karlin
Signature:	/MKARLIN/
Date:	09/23/2005

Total Attachments: 3

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#### **Exhibit B**

## TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (hereinafter referred to as "Assignment") effective the 19day of September, 2005, between Digital Identity World, Inc. ("Assignor"), a Colorado company and Digital ID World, LLC ("Assignee"), Delaware limited liability company.

## **RECITALS**

WHEREAS, Assignor, the sole Shareholders of Assignor, and Assignee are parties to that certain Asset Purchase Agreement dated September 19, 2005, (hereinafter the "Agreement"), under which Assignor agrees to sell, and Assignee agrees to purchase certain Intellectual Property assets presently owned by Assignor; and

WHEREAS, included among the assets to be purchased by Assignee are those pending and registered trademarks and all the registration applications and unregistered or common law trademarks, service marks, trade names, and logos used by Assignor in connection with the business of the Assignor as listed on Exhibit A attached hereto (collectively the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees as follows:

1. <u>Definitions</u>. All terms not otherwise defined in this Assignment shall have the same respective meanings ascribed to them in the Agreement.

## 2. Assignment.

Assignor hereby grants, transfers, assigns, sells, conveys, and relinquishes exclusively to Assignee, its successors and assigns forever, the entire title, right, interest, and ownership in and to the Marks, together with the applications for the registrations of and registrations for the Marks, and the good will of the business symbolized by and associated with said Marks and registrations thereof, including, but not limited to, the following:

- (a) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present, or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill;
- (b) the right to secure registrations therein in Assignee's own name and to secure renewals and extension of the registrations and applications for registrations in the United States of America or any other country; and
- (c) the right to determine, in Assignee's sole discretion, whether or not any registrations or applications for registration of the Marks shall be preserved and maintained or registered.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as a sealed instrument as of the date written above by its officer thereunto duly authorized.

ASSIGNOR:

Digital Identity World, Inc.

By:

Name: Philip L. Becker

Title: President

# Exhibit A

# Marks

Trademark:

All Common Law and Registered trademarks for Digital ID World <u>INCLUDING</u> <u>BUT NOT LIMITED TO PTO Registration 2983193</u>

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