

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
LiquidTrader, LP		03/07/2003	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	GlobalTec Solutions, LLP		
Street Address:	15601 N. Dallas Pkwy.		
Internal Address:	#200		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	Limited Liability Partnership: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2980038	LIQUIDTRADER	
Registration Number:	2762382	LIQUIDTRADER	
CORRESPONDENCE DATA			
Fax Number:	(407)420-6305		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(407) 206-6513		
Email:	patw@dynetech.com		
Correspondent Name:	Stephen V. Rosin, Esq.		
Address Line 1:	255 S. Orange Ave.		
Address Line 2:	Suite 600		
Address Line 4:	Orlando, FLORIDA 32801		
NAME OF SUBMITTER:	Stephen V. Rosin		
Signature:	/Stephen V. Rosin/		

OP \$65.00 2980038

Date:

11/03/2005

Total Attachments: 4

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TRADEMARK ASSIGNMENT AND LICENSE-BACK AGREEMENT

THIS AGREEMENT is effective as of March 7, 2003 (the "Effective Date") by and between LiquidTrader, LP, a Texas limited partnership, with offices at 5010 Addison Circle, Addison, Texas 75010 ("LIQUIDTRADER") and GlobalTec Solutions, LLP, a Texas limited liability partnership, with offices at 5010 Addison Circle, Addison, Texas 75010 ("GLOBALTEC").

WHEREAS, LIQUIDTRADER is the owner of the trademarks set forth on the attached Exhibit A (hereinafter collectively and individually referred to as the "Trademarks"); and

WHEREAS, LIQUIDTRADER and GLOBALTEC desire GLOBALTEC to acquire the Trademarks and to license the Trademarks to LIQUIDTRADER.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the receipt and adequacy of which are hereby acknowledged, the parties, each intending to be legally bound hereby, do promise and agree as follows:

1. **Trademark Assignment.** LIQUIDTRADER hereby assigns and transfers to GLOBALTEC: (i) all rights, title, and interest held by LIQUIDTRADER in and to the Trademarks and all registrations and applications for registration of the Trademarks; (ii) the goodwill of the business connected with the use of and symbolized by the Trademarks; and (iii) all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of the Trademarks or injury to said goodwill, together with the right to sue or recover the same in GLOBALTEC's name.

2. **Trademark License.** Subject to the terms and conditions of this Agreement, GLOBALTEC hereby grants to LIQUIDTRADER a nontransferable, royalty-free, nonexclusive license for the Trademarks for use in connection with computer software, written materials for such software, support services, training services, marketing of such goods and services, and other related or similar goods and services in connection with which the Trademarks may be used by LIQUIDTRADER in the future.

3. **Quality Control.**

a. LIQUIDTRADER shall use the Trademarks only in connection with goods manufactured and services provided in accordance with the standards of quality in materials, design, performance, workmanship, use, advertising and promotion as in the past and may be set forth in quality control specifications furnished by GLOBALTEC.

b. LIQUIDTRADER shall comply with the same conditions with respect to the style, appearance and manner of use of the Trademarks as in the past and as set forth by GLOBALTEC. Representative specimens showing the Trademarks, notice(s), and location on the products, shall be provided by LIQUIDTRADER to GLOBALTEC from time to time upon reasonable notice. Marketing materials that use the Trademarks, or which refer to GLOBALTEC shall conform to the control specifications, as amended from time to time. All such LIQUIDTRADER initiated marketing material may, at GLOBALTEC's option, be subject to prepublication review and approval with respect to, but not limited to, context, style, appearance, composition, timing and media.

c. In the event that GLOBALTEC believes that the quality of the goods and services used in connection with the Trademarks is not being maintained, it will so advise LIQUIDTRADER, and LIQUIDTRADER shall promptly take the necessary corrective action to maintain the quality of the goods and services in a manner consistent with the obligations herein.

4. **Protection of Trademarks.**

a. LIQUIDTRADER admits the validity of, and agrees not to challenge the Trademarks. LIQUIDTRADER also agrees that any and all rights that may be acquired by the use of the Trademarks by LIQUIDTRADER shall inure to the sole benefit of GLOBALTEC. LIQUIDTRADER agrees to execute all papers reasonably requested by GLOBALTEC to affect further registration of, maintenance and renewal of the Trademarks and where applicable, to record LIQUIDTRADER as a registered user of the Trademarks.

b. LIQUIDTRADER shall not cause any Licensed Trademark to become abandoned, to be forfeited or dedicated to the public, without the express written approval of GLOBALTEC. LIQUIDTRADER agrees not to assist others to contest the registrations of the Trademarks or to take any action or assist any others to take any action which would impair the value of the Trademarks or the business, assets, or goodwill associated therewith or appurtenant thereto.

5. Representations and Warranties.

a. LIQUIDTRADER represents and warrants that it: (i) has full right, power and authority to enter into this Agreement; and (ii) is the owner of the entire right, title, and interest in and to the Trademarks.

b. GLOBALTEC represents and warrants that it has full right, power and authority to enter into this Agreement.

c. Each party represents and warrants that this Agreement has been duly executed and delivered, that the Agreement is valid, legal and binding, and that the Agreement does not contravene any other agreement to which LIQUIDTRADER or GLOBALTEC is a party or its partnership agreement.

6. Infringement. LIQUIDTRADER shall use its best efforts to detect any infringements of the rights to the Trademarks. In the event that a Licensed Trademark is infringed by a third party, LIQUIDTRADER shall promptly notify GLOBALTEC and GLOBALTEC shall have the first opportunity, but not the obligation, to sue for infringement. In the event that GLOBALTEC sues for infringement, it shall have the right to recover and retain any and all damages from such infringement. In the event that GLOBALTEC elects not to sue for infringement, it shall notify LIQUIDTRADER of its decision within one (1) month after the date of original notice to LIQUIDTRADER of such infringement, and, thereafter, LIQUIDTRADER shall have the right, at its own expense, including reasonable attorney fees, to sue for infringement and obtain directly all damages recovered therefrom. Notwithstanding the foregoing, GLOBALTEC shall have no obligation or responsibility to protect or defend the Trademarks or the right to use thereof.

7. Term and Termination.

a. The assignment of the Trademarks in Section 1 of this Agreement is perpetual and irrevocable, and shall survive the termination of the license of the Trademarks to LIQUIDTRADER.

b. Unless earlier terminated in accordance with this Agreement, the license of the Trademarks to LIQUIDTRADER in Section 2 of this Agreement shall continue perpetually. Either party may terminate the license of the Trademarks to LIQUIDTRADER in Section 2 of this Agreement on sixty (60) days' written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that, during the sixty (60) day period, the breaching party fails to cure such breach. Notwithstanding the foregoing, Sections 1 and 4 through 10 of this Agreement shall survive the termination of the license of the Trademarks to LIQUIDTRADER pursuant to this subsection.

8. Posttermination Rights. On termination or cancellation of the license of the Trademarks in Section 2 pursuant to Section 7, subsection b, LIQUIDTRADER shall immediately cease and desist in the use of the Trademarks or any colorable imitation thereof, and shall deliver to GLOBALTEC all unused or unsold Goods bearing the Trademarks. The provisions of this paragraph may be enforced at law or in equity.

9. Indemnity. LIQUIDTRADER agrees to defend, indemnify, and hold GLOBALTEC, its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against GLOBALTEC from this Agreement or any matters relating thereto or based on the manufacture or sale of the licensed products, including but not limited to actions founded on product liability.

10. General Provisions.

a. Jurisdiction and Disputes. This Agreement shall be governed by the laws of the state of Texas. All disputes hereunder shall be resolved in the applicable state or federal courts of Texas. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

b. Agreement Binding on Successors. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, their heirs, administrators, successors, and assigns.

c. Cooperation. LIQUIDTRADER agrees to execute, acknowledge, and deliver all further instruments and documents and take all such further action that may be necessary or appropriate in order to carry out the intentions and purposes of this Agreement.

d. Waiver. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

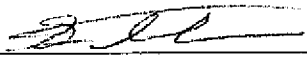
e. Severability. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

f. No Assignment. The license of the Trademarks in Section 2 of this Agreement is personal to LIQUIDTRADER and may not be assigned by any act of LIQUIDTRADER or by operation of law unless in connection with a transfer of substantially all the assets of LIQUIDTRADER or with the prior written consent of GLOBALTEC.

g. Integration. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

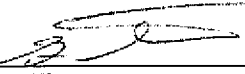
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

LIQUIDTRADER, LP

By: 
George Thompson
Title: Manager of LiquidTrader GP, LLC, the
General Partner of LiquidTrader, LP

Date: 8/26/03

GLOBALTEC SOLUTIONS, LLP

By: 
George Thompson
Title: Managing Partner

Date: 8/26/03

**EXHIBIT A
Trademarks**

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
LIQUIDKEY	USA	76/258,002	5/17/2001		
LIQUIDTRADER	USA	76/258,003	5/17/2001		
LIQUIDTRADER (Design)	USA	78/290,894	8/22/2003		