

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Western Federal Credit Union	FORMERLY TRW Systems Federal Credit Union	11/15/2005	federally-chartered credit union:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Global Axxess Corp		
<b>Street Address:</b>	224 Ponte Vedra Drive		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Ponte Vedra Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32082		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2501148	GLOBAL ACCESS DEBIT CARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(904)598-6212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	904-598-6112		
<b>Email:</b>	krowe@sgrlaw.com		
<b>Correspondent Name:</b>	Katharine F. Rowe		
<b>Address Line 1:</b>	50 N. Laura Street		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Jacksonville, FLORIDA 32202		
<b>NAME OF SUBMITTER:</b>	Katharine F. Rowe		
<b>Signature:</b>	/Katharine F. Rowe/		
<b>Date:</b>	11/29/2005		

OP \$40.00 2501148

**TRADEMARK**

Total Attachments: 2  
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## Assignment of Trademark

This assignment (the "Assignment") is effective as of the 15<sup>th</sup> day of November, 2005 (the "Effective Date").

Whereas, Western Federal Credit Union, f/k/a TRW Systems Federal Credit Union, with offices at 14500 Aviation Boulevard, Hawthorne, California 90250 ("Assignor") has agreed to assign to Global Access Corp, with offices at 224 Ponte Vedra Park Drive, Suite 100, Ponte Vedra Beach, Florida 32082 ("Assignee") any and all rights that Assignor has in the mark GLOBAL ACCESS DEBIT CARD (the "Mark"), including the federal registration therefor (Fed. Reg. No. 2,501,148 (the "Registration")); and

Whereas, Assignee has agreed to pay the sum of Three Thousand Dollars (\$3,000) (the "Fee") for such assignment.

Now therefore, the parties do hereby agree as follows:

1. Assignment. In consideration for payment of the Fee, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer and assign to Assignee as of the Effective Date all of Assignor's right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith and which is symbolized thereby. The rights herein transferred in the Mark include any and all of Assignor's rights in the Mark and the Registration (and any other registrations that Assignor may have secured for the Mark), and all of Assignor's rights to sue for infringement of the Mark, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment of the Mark not been made.


2. Assignor's Representations and Warranties. Assignor does hereby represent and warrant that it owns the Mark and Registration, that it has not assigned or licensed or otherwise disposed of its rights therein and that it is the current registrant of the Registration. Assignor further represents and warrants that TRW Systems Federal Credit Union formally changed its name to Western Federal Credit Union on June 2, 2003. Subject to the foregoing, Assignor makes no other representations or warranties whatsoever regarding the Mark or Registration.

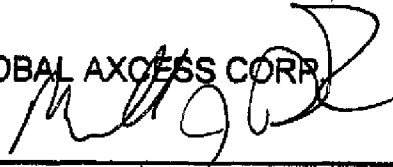
3. Further Actions. Assignor covenants and agrees, at Assignee's expense, to execute and deliver such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to consummate the assignment contemplated herein.

4. Governing Law. Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

Agreed:

WESTERN FEDERAL CREDIT UNION

By:   
Name: George J. Keleher  
Title: VP

GLOBAL ACCESS CORP.  
By:   
Name: MICHAEL J. DODAK  
Title: CEO

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