

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
1380 Management Company LLC		12/06/2005	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Equipment Savers Franchising, LLC		
Street Address:	1380 Zuni St.		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80204		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2681236	EQUIPMENT SAVERS	
Registration Number:	2681237	EQUIPMENT SAVERS FLEET MAINTENANCE	
CORRESPONDENCE DATA			
Fax Number:	(303)221-0814		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303 757 6488		
Email:	liza@lizameyers.com		
Correspondent Name:	Liza Meyers		
Address Line 1:	9948 E. Maplewood Ave.		
Address Line 2:	3rd Floor		
Address Line 4:	ENGLEWOOD, COLORADO 80111		
ATTORNEY DOCKET NUMBER:	ESF		
NAME OF SUBMITTER:	Liza Meyers		
Signature:	/Liza Meyers/		

OP \$65.00 2681236

Date:

12/30/2005

Total Attachments: 2

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**ASSIGNMENT
Intellectual Property**

This Assignment is made this 6 day of December 2005, by and between Equipment Savers Franchising, LLC, with principal place of business at 1380 Zuni Street, Denver, CO 80204 ("Assignee") and 1380 Management Company LLC, a Colorado limited liability company with principal place of business at 5040 Havana, Denver, Colorado 80239 ("Assignor").

WHEREAS, Assignor wishes to assign to Assignee all rights, title and interest in the following marks ("Marks) and corresponding registrations ("Registrations"), including the goodwill pertaining thereto:

<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Class</u>
2681236	01/28/03	EQUIPMENT SAVERS	37
2681237	01/28/03	EQUIPMENT SAVERS FLEET MAINTENANCE & Design	37

WHEREAS, in addition, Assignor wishes to assign its intellectual property rights to Assignee, excluding only Assignor's customer lists and ongoing business.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns to Assignee all rights in the Marks, the goodwill pertaining thereto, the Registrations, and the right to sue third-parties for past violations of any rights pertaining to the Marks. Further, Assignor hereby irrevocably assigns to Assignee, to the greatest extent permitted by applicable law, its entire worldwide right, title and interest, and those of its employees, independent contractors and other agents (if applicable), in its intellectual property, excluding only Assignor's customer lists and ongoing business. Such assignment shall include, without limitation, all copyrights, trademarks/service marks, common law trademarks/service marks, patents, patent applications, trade secrets, or other intellectual property rights, tangible or intangible, associated with any ideas, concepts, techniques, discoveries, inventions, processes, improvements, derivative works or works of authorship. The assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal, and any other rights that may be known as or referred to as "moral rights."

Assignor agrees to take such further action(s), including execution and delivery of instruments of conveyance, as Assignee may require to give full and proper effect to the foregoing.

Assignor's Initials: RS

