



### SERVICE MARK ASSIGNMENT

**THIS SERVICE MARK ASSIGNMENT** (this "Assignment"), dated as of November 17, 2004 (the "Effective Date") is made between James H. Nelema, a resident of the State of Georgia with an address at 3730 River Mansion Drive, Duluth, Georgia 30092 ("Assignor"), and ActiveGroup Ventures, Inc., a Delaware corporation with a principal place of business at 3725 Da Vinci Court, Suite 200, Norcross, Georgia 30092 ("Assignee").

**WHEREAS**, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) any and all trademark, service mark and intellectual property rights, including rights of priority, and all applications and registrations (US and/or foreign) for the mark/name **ACTIVEGROUP**, including but not limited to United States Service Mark Registration No. 2,400,030; (ii) any and all trademark, service mark and intellectual property rights, including rights of priority, and all applications and registrations (US and/or foreign) for the mark/name **ACTIVEGROUP.NET**, including but not limited to United States Service Mark Registration No. 2,409,517 (collectively "the Marks"); and (iii) any and all goodwill of the business associated with the Marks; and

**WHEREAS**, Assignee desires to acquire the Marks and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment; and

**WHEREAS**, Assignor and Assignee desire to confirm of record the assignment of the Marks and goodwill to Assignee;

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with: (i) the goodwill symbolized by the Marks; (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Marks; and (iii) any royalties or other consideration owed in connection with use of the Marks after the Effective Date.
2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks, goodwill and all other rights hereby conveyed.
3. Subject to the terms hereof, Assignee accepts such assignment of the Marks and goodwill.

ATLANTA #308321


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To	Betsy Deane	From	James Nelema		
On/Dept.		Co.			
Phone #		Phone #			
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*IN WITNESS WHEREOF*, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.


**ASSIGNOR:**

James H. Nelms

By:   
James H. Nelms

**ASSIGNEE:**

ActiveGroup Ventures, Inc.

By:   
Name: DAVID NELMS  
Title: PRESIDENT

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