

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BRENT E. WOOD, PLLC		12/07/2005	Professional Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	HS7 Holdings, Inc.
Street Address:	4710 Eisenhower Blvd.
Internal Address:	Suite 3
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33634
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78332790	SUCCESS ONLINE
Serial Number:	78332791	SUCCESSONLINE.COM
Serial Number:	78333143	SUCCESS
Serial Number:	78332873	SUCCESSWIRELESS.COM
Serial Number:	78332876	SUCCESSWIRELESS
Serial Number:	78336987	WORKING AT HOME

CORRESPONDENCE DATA

Fax Number: (813)229-8313
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 813-222-2021
 Email: mmason@fowlerwhite.com
 Correspondent Name: Monica B. Mason, Esq.
 Address Line 1: 501 E. Kennedy Blvd.

CH \$165.00 78332790

Address Line 2: Suite 1700
Address Line 4: Tampa, FLORIDA 33602

ATTORNEY DOCKET NUMBER:	103-1688
NAME OF SUBMITTER:	/Monica B. Mason/
Signature:	/Monica B. Mason/
Date:	02/21/2006

Total Attachments: 5
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ASSIGNMENT OF TRADEMARK AGREEMENT
BETWEEN BRENT E. WOOD PLLC AND HS7 HOLDINGS, INC.—
PENDING APPLICATIONS

This ASSIGNMENT OF TRADEMARK AGREEMENT ("Assignment" or "Agreement"), effective as of the 18th day of March, 2005 (the "Effective Date"), is entered into by and between BRENT E. WOOD, PLLC, a North Carolina Professional Limited Liability Company, with its principal place of business located at 1135 Kildaire Farm Road, Suite 311-8, Cary, North Carolina 27511 ("Assignor,") which expression shall include the Assignor's personal representatives and successors in title), and HS7 HOLDINGS, INC., a Florida corporation, ("Assignee") with its principal place of business located at 4710 Eisenhower Blvd., Suite 3, Tampa, Florida 33634.

WHEREAS, the Assignor represents that it is the lawful owner of the trademarks and the pending federal applications to register trademarks listed in Exhibit A attached to this Agreement and made a part hereof (collectively, hereafter, the "Trademarks and Trademark Applications"), and that it owns all rights in and to the Trademarks and Trademark Applications; and

WHEREAS, the Assignor represents that it has good right to sell and transfer its rights in the Trademarks and Trademark Applications to the Assignee, and is desirous of transferring such rights; and

WHEREAS, the Assignor is assigning all rights to the Trademarks and Trademark Applications; and

WHEREAS, the Assignee is desirous of acquiring rights in the Trademarks and Trademark Applications; and

WHEREAS, the Assignor and Assignee had entered into a prior Agreement, dated January 9, 2002, wherein Assignor gave Assignee the option to be assigned the right, title and interest in predecessor trademarks and trademark applications owned by the Assignor, which option was exercised by Assignee on March 18, 2005.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 The Assignor represents and warrants that:

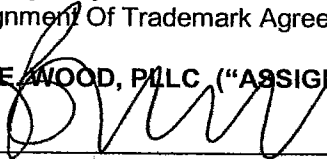
- 1.1. The Trademarks do not violate or infringe any intellectual property, personal or property rights of others, including but not limited to any existing trademark right, common law right, privacy right, or any other intellectual property right of any third party;
 - 1.2. The Assignor has not sold, assigned, licensed or encumbered any of the rights granted herein in any way, and the Assignor does not plan to sell, assign or license any of the rights granted herein, to any other person or entity; and
 - 1.3. The Assignor is the sole owner of all rights, title and interest in and to the Trademarks and Trademark Applications, including all intellectual property rights, and owns all rights granted hereunder free and clear of any liens or encumbrances.
- 2.0 The Assignor does hereby irrevocably sell, grant, convey, transfer, and assign unto the Assignee, its successors and assigns, all of the Assignor's rights, title and interest in the United States and the world, including without limitation, all federal, state, foreign, statutory and common law rights and all intellectual property rights and moral rights, in and to the Trademarks and Trademark Applications (and all extensions and renewals of such Trademark Applications and registrations resulting therefrom and the right to apply for any of the foregoing). The Assignor further assigns to the Assignee the right to apply for trademark registration in the United States Patent and Trademark Office and throughout the world for the Trademarks and variations thereof (in addition to the above-listed Trademarks and Trademark Applications) and all rights to renewals and extensions for any such trademark registrations.
- 3.0 The Assignor further assigns unto the Assignee all rights to causes of action and remedies related to the Trademarks and Trademark Applications (including without limitation the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the foregoing) and any and all other rights and interests arising out of, in connection with, or in relation to the Trademarks and Trademark Applications.
- 4.0 It is specifically understood and agreed that the rights, title, and interest assigned to the Assignee herein include, but are not limited to, the right to use the Trademarks and Trademark Applications in any manner chosen by the Assignee.
- 5.0 The Assignor and the Assignee agree that this Agreement shall continue in perpetuity; the rights assigned to the Assignee are not limited in time or territory.
- 6.0 The Assignee, at its sole discretion, may grant permission to third parties to use all or part of the Trademarks.
- 7.0 The Assignor expressly agrees to promptly execute any other documents or take any other action as may be necessary to vest, secure, perfect, protect or enforce the rights and interest of the Assignee in and to the Trademarks and Trademark Applications and to effectuate this Agreement.
- 8.0 The Assignor agrees not to oppose or otherwise challenge any future application filed by the Assignee to register the Trademarks or any variation thereof, or seek to cancel any registration resulting therefrom. The Assignor further agrees that it shall not, directly or indirectly, oppose or otherwise challenge the Assignee's use or registration of the Trademarks.
- 9.0 The Assignor represents that it has voluntarily entered into this Agreement and understands that, from the date of this Agreement forward, the Trademarks and Trademark Applications are owned, and will be owned, solely by the Assignee. The Assignor further represents that it understands that it shall not be entitled to any royalties or future payments of any kind arising from the Trademarks and Trademark Applications, or any derivative thereof.
- 10.0 The Assignor expressly agrees to defend, indemnify and hold the Assignee harmless from any loss,

damage, or injury arising out of or based upon any claims, demands or lawsuits alleging in whole or in part violation of trademark or conversion of the Trademarks or any part thereof. Losses under this section shall include, but not be limited to costs, damages and attorneys' fees. The Assignor's duty to indemnify, defend, and hold the Assignee harmless shall apply to claims or actions founded in whole or in part on any alleged negligence of the Assignee, its representatives, employees, agents, officers or directors.

- 11.0 This Agreement serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter. This Agreement may be altered or modified only by a writing duly executed by both its signatories.
- 12.0 If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' and expert fees.
- 13.0 No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.
- 14.0 If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.
- 15.0 This Assignment and its effect are subject to and shall be construed and enforced in accordance with the laws of the State of Florida, without regard to conflict of laws principles. Each Party irrevocably agrees that any action, suit or proceeding brought concerning or relating to this Agreement may only be brought in Hillsborough County, Florida or in the United States District Court for the Middle District of Florida, Tampa Division.
- 16.0 The Assignor and the Assignee represent that they have full corporate authority and the necessary corporate approval to enter into and to perform this Agreement in accordance with its terms, and they agree that the terms and provisions of this Agreement shall apply to all their affiliates, parents, subsidiaries, divisions, successors, and assigns.


IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignor and the Assignee, do hereby execute this "Assignment Of Trademark Agreement".

BRENT E. WOOD, PLLC ("ASSIGNOR")

By: 
Name: Brent E. Wood
Its: Managing Member

STATE OF NC
COUNTY OF Johnston

The foregoing Assignment was acknowledged before me this 7 day of December, 2005, by BRENT E. WOOD, who is personally known to me or who has produced as identification.

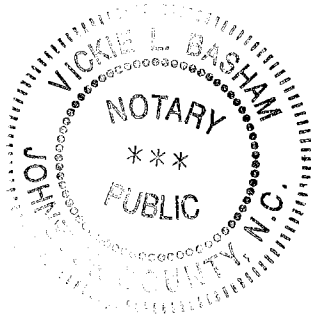

Notary Public (signature)

VICKIE L. BASHAM

Notary Public (print or type)

Serial No. _____

My commission expires: 8-1-2006



HS7 HOLDINGS, INC. ("ASSIGNEE")

By: _____

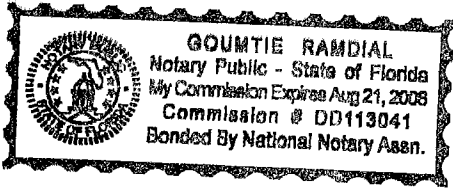
Name: Peter S. Lowe

Its: President

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing Assignment was acknowledged before me this 13 day of ~~August~~ December, 2005, by Peter Lowe, who is personally known to me or who has produced as identification.



Gountie Ramdial

Notary Public (signature)

Gountie Ramdial

Notary Public (print or type)

Serial No. DD 113041

My commission expires: August 21, 2008

EXHIBIT A

List of Trademarks

- 1) SUCCESS ONLINE
- 2) SUCCESSONLINE.COM
- 3) SUCCESS
- 4) SUCCESSWIRELESS.COM
- 5) SUCCESSWIRELESS
- 6) WORKING AT HOME

List of Pending Trademark Applications

- A) "SUCCESS ONLINE", Serial No. 78/332,790
- B) "SUCCESSONLINE.COM," Serial No. 78/332,791
- C) "SUCCESS," Serial No. 78/333,143
- D) "SUCCESSWIRELESS.COM," Serial No. 78/332,873
- E) "SUCCESSWIRELESS," Serial No. 78/332,876
- F) "WORKING AT HOME," Serial No. 78/336,987