

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
Per K. Reichborn		01/01/2006	INDIVIDUAL: NORWAY
RECEIVING PARTY DATA			
Name:	Crossford International, LLC		
Street Address:	420 West Avenue		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2062733	GOODWAY	
Registration Number:	2202434	GOODWAY	
CORRESPONDENCE DATA			
Fax Number:	(203)622-9392		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-622-9360		
Email:	jmw@gtlslaw.com		
Correspondent Name:	Jonathan M. Wells		
Address Line 1:	31 Brookside Drive		
Address Line 4:	Greenwich, CONNECTICUT 06807		
NAME OF SUBMITTER:	Jonathan M. Wells		
Signature:	/Jonathan M. Wells/		
Date:	03/20/2006		
Total Attachments: 4			

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**ASSIGNMENT AND ASSUMPTION OF TRADEMARKS
AND
LICENSE AGREEMENT**

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AND LICENSE AGREEMENT made as of the 1st day of January, 2006, between **PER K. REICHBORN**, an individual with an address at 99 Lower Cross Road, Greenwich, Connecticut 06831 ("Assignor"), and **CROSSFORD INTERNATIONAL, LLC**, a Connecticut limited liability company, with an address at 420 West Avenue, Stamford, Connecticut 06902 ("Assignee").

RECITAL

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under Assignor's registered trademarks listed on Schedule A annexed hereto and incorporated herein by reference (the "Marks"); and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's right, title and interest in, to and under that certain Trademark License Agreement ("License Agreement"), dated June 1, 1995 by and between Assignor and Goodway Technologies Corporation, a Connecticut corporation, with an address at 420 West Avenue, Stamford, Connecticut 06902 ("Goodway"), and Assignee desires to assume all of Assignor's liabilities and obligations in, to and under the License Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of:

1. all of Assignor's right, title and interest in, to and under the Marks, together with the goodwill symbolized thereby;
2. all rights to sue for infringement of any Marks arising prior to the date of this Agreement;
3. any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction; and
4. all of Assignor's right, title and interest in and to the License Agreement.

All of the above 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 the said Assignor had this Assignment and Assumption of Trademarks and License Agreement not been made.

Assignee hereby agrees to perform all of the terms and conditions of the License Agreement to be performed on the part of Assignor, and assumes all of the liabilities and obligations of Assignor under the License Agreement.


This Assignment and Assumption of Trademarks and License Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Trademarks and License Agreement as of the date first above written.

Assignee:

Assignor:

Crossford International, LLC

By: 
Per K. Reichborn, Manager


Per K. Reichborn

AGREED TO AND ACCEPTED BY:

Goodway Technologies Corporation

By: 
Per K. Reichborn, President

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss: STAMFORD

On this 1st day of January, 2006, before me, personally appeared Per K. Reichborn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity, and in his official capacity as Manager of Crossford International, LLC, and President of Goodway Technologies Corporation, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Melinda Marks
Notary Public

SUBSCRIBED AND SWORN TO BEFORE ME ON
THIS 27 DAY OF Feb 2006
Melinda Marks
NOTARY PUBLIC

NOTARY PUBLIC
STATE OF CONNECTICUT
MELINDA F. MARKS
MY APPOINTMENT EXPIRES MARCH 31ST 2009

SCHEDULE A

Registered Marks

<u>Trademark Name</u>	<u>Serial No./Reg. No.</u>	<u>Filing/Reg. Date</u>	<u>Status</u>
GOODWAY	2202434	11/10/98	Registered
GOODWAY	2062733	5/20/97	Registered