

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
InXpo, LLC		04/19/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	eComXpo, LLC		
Street Address:	3000 Lakeside Place		
Internal Address:	Ste. 105		
City:	Bannockburn		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3046992	ECOMXPO	
CORRESPONDENCE DATA			
Fax Number:	(847)562-0033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	847-562-0099		
Email:	eric@freibrun.com		
Correspondent Name:	Law Offices of Eric S. Freibrun, Ltd.		
Address Line 1:	630 Dundee Rd., Ste. 120		
Address Line 4:	Northbrook, ILLINOIS 60062		
ATTORNEY DOCKET NUMBER:	INXPO		
NAME OF SUBMITTER:	Eric S. Freibrun		
Signature:	/Eric S. Freibrun/		

OP \$40.00 3046992

Date:

04/20/2006

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”) is made effective as of April 12th, 2006 (“Effective Date”), by and between InXpo, LLC, with offices at 3000 Lakeside Drive, Suite 105 North, Bannockburn, IL 60015 (“Assignor”) and eComXpo, LLC, with offices at Lakeside Drive, Suite 105 North, Bannockburn, IL 60015 (“Assignee”).

WHEREAS, Assignor is the owner of the following service mark and registration thereof in the United States Patent and Trademark Office (hereinafter collectively referred to as the “Mark”):

Mark: ECOMXPO
U.S.P.T.O. Registration No.: 3046992
Date of Registration: 2006-01-17

WHEREAS, Assignor wishes to sell, assign, transfer and convey to Assignee the Mark, along with all associated goodwill, pursuant to the terms and conditions stated herein;

NOW, THEREFORE, for the consideration stated in this Assignment, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Recitals. The above and foregoing recitals are hereby made part of this Agreement as if fully set forth again and are incorporated into its terms in full by this reference.
2. Assignment and Sale of Mark and Goodwill. Assignor hereby irrevocably grants, bargains, transfers, sells, assigns, conveys and delivers to Assignee, effective as of the Effective Date, all of Assignor’s worldwide rights, title and interest in and to the Mark and the above-referenced United States Patent and Trademark Office registration thereof, together with the goodwill of the business connected with and symbolized by the Mark and such registration and Assignee hereby accepts and receives all of Assignor’s rights, title and interest in and to the foregoing. These rights shall include, without limitation, all rights to use, modify and exploit the Mark; the right to exclude others from using the Mark; the right to license, assign, convey, and pledge the Mark to others; the right to sue others and to collect damages for past, present and future infringements of the Mark; the right to create derivatives of the Mark and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect rights in the Mark throughout the world; and Assignor agrees that the Mark and all rights thereto shall become the sole property of Assignee pursuant to this Agreement.
3. Payment. Upon execution of this Agreement by both parties, as Assignee’s sole and exclusive payment obligation hereunder and in full consideration of the grant, bargain, transfer, sale, assignment, conveyance and delivery to Assignee of all of Assignor’s rights, title and interest in and to the Mark hereunder, Assignee shall pay Assignor the sum of one dollar (\$1.00).
4. Recordation of Assignment. Promptly after execution of this Agreement by both parties, Assignor shall take such steps as are necessary to record same in the U.S. Patent and Trademark Office, at Assignor’s expense. Assignee shall provide such reasonable assistance to Assignor in such effort as Assignor requests.

5. Miscellaneous. This Agreement shall be binding upon the successors and assigns of Assignor and Assignee. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws principles thereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier/facsimile shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement constitutes the entire agreement among the parties and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties intending to be legally bound, have caused this Agreement to be duly executed by their respective authorized officers:

InXpo, LLC

eComXpo, LLC

By _____
Malcolm Lotzof

By _____
Robert Grosshandler

Title _____

Title _____

Date _____

Date _____