

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	06/15/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
David Wheeler		06/15/2006	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	CTV Global, Inc.
Street Address:	132 N. El Camino Real, #343
City:	Encinitas
State/Country:	CALIFORNIA
Postal Code:	92024
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2483932	CAREERTV

CORRESPONDENCE DATA

Fax Number: (619)330-2586
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: erik@businesslawinc.com
 Correspondent Name: Business Law Inc./Attn. Erik A. Nowacki
 Address Line 1: 9625 Black Mountain Rd. Suite 306
 Address Line 4: San Diego, CALIFORNIA 92126

NAME OF SUBMITTER:	Erik A. Nowacki
Signature:	/Erik A. Nowacki/
Date:	06/19/2006

Total Attachments: 4

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**TRADEMARK
 REEL: 003333 FRAME: 0173**

OP \$40.00 2483932

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ASSET SALE AND PURCHASE AGREEMENT

THIS ASSET SALE AND PURCHASE AGREEMENT (the "**Agreement**") is made and entered into as of June 15th 2006 ("**Effective Date**"), by and between David Wheeler, an individual ("**Seller**"), and CTV Global, Inc., a California corporation ("**Buyer**"). Seller and Buyer are referred to herein individually as "**Party**," and collectively as "**Parties**."

The Parties hereby agree as follows:

1. Sale and Purchase of Assets. For Two Dollars (\$2.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer, and Buyer hereby purchases, all of Seller's right, title and interest in the following assets ("**Assets**"):

1.1 Trademarks, trade names, trade styles, and service marks, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired; all right, title, and interest in the foregoing, all registrations and recordings of the foregoing, including all applications, registrations, and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state, or any foreign country or political subdivision of such a country, relating to "CareerTV" and more particularly described in Exhibit A, including any and all goodwill associated with it (collectively, the "**Trademarks**");

1.2 All rights of Seller under any written agreement with respect to the use of any Trademarks, including rights of a licensee or licensor with respect thereto; and

1.3 All goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulas, quality control standards, operating and training manuals, and customer lists with respect to any Trademarks.

2. Seller's Representations, Warranties, and Covenants. Seller represents, warrants, and covenants to Buyer as follows:

2.1 Approval, Authority, and Ownership. The Seller has full power, authority, and ownership to enter into this Agreement and to effectuate all of the transactions contemplated, without any conflict with any other restrictions or limitations, whether imposed by any law, legal requirement, agreement, or otherwise.

2.2 Claims and Litigation. There are no lawsuits, threats of litigation, claims, or other demands affecting or involving Seller or its business, whether known or unknown, arising or accruing before the date of this Agreement, that may become a liability or obligation of Buyer or adversely affect its conduct of the business involving the Assets purchased under this Agreement.

2.3 Seller's Knowledge and Disclosure. Seller does not know, or have reason to know, of any matters, occurrences, or other information that has not been disclosed to Buyer and that would materially and adversely affect the Assets purchased by Buyer or its conduct of the business involving such assets. Moreover, no representation or warranty by Seller in this Agreement, or any documents furnished to Buyer by Seller, contains or will contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements contained in these sources accurate.

3. Seller Covenants. Seller agrees to cooperate with Buyer, and on Buyer's reasonable request, to execute all documents and take all actions as necessary to perfect and implement Buyer's full ownership of the Assets of Seller purchased under this Agreement, to protect the good will transferred, and to prevent any disruption of Buyer's business relating to any of Seller's employees, suppliers, customers, or other business relationships.

4. Buyer's Representations, Warranties, and Covenants. Buyer represents and warrants that it has full authority and approval to enter into this Agreement and to affect all of the transactions contemplated to be performed by Buyer in this Agreement.

5. General Provisions.

5.1 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or its breach, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, in the State of California, in the County of San Diego.

5.2 Notices. All notices or other communications shall be in writing and shall be personally delivered or, if mailed, sent to the following relevant address or to such other address as the recipient Party may have indicated to the sending Party in writing:

IF TO SELLER: David Wheeler
1324 Locust Street, #1118
Philadelphia, PA 19107

IF TO BUYER: CTV Global, Inc.
Attn: Jonas Barck
132 N. El Camino Real, #343
Encinitas, CA 92024

Any such notice shall be deemed given as of the date as personally delivered, sent by fax or e-mail, or mailed, if mailed by certified or registered mail, return receipt requested, or sent by FedEx, overnight mail, or a similar service. If otherwise mailed, the notice shall be deemed given as of the earlier of the fourth business day after mailing or actual receipt.

5.3 Waiver. No waiver of, no delay in the exercise of, and no omission to exercise any rights or remedies by either Party shall be construed as a waiver by such Party of any other rights or remedies that such Party may have under this Agreement, nor shall such waiver, delay, or omission be considered a waiver of the same rights or remedies in subsequent instances. The Parties further agree that no single or partial exercise of any right, power or privilege hereunder shall preclude its further exercise.

5.4 Choice of Law; Venue. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of California. Each Party hereby irrevocably consents to the jurisdiction of the California courts in the County of San Diego in the event of such dispute, claim or action and hereby waive, any defenses based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction or the like in any such action or suit brought in the State of California.

5.5 Assignment. No portion of this Agreement or any right or obligation hereunder may be assigned in whole or in part, whether by operation of law or otherwise, by either Party hereto without the prior written consent of the other Party.

5.6 Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party shall be entitled to recover attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

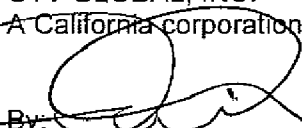
5.7 Severability. In the event that any of the provisions of this Agreement or the application of any such provision to the Parties hereto with respect to their obligations hereunder shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

5.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, superseding any and all prior agreements, whether oral or written, concerning the subject matter herein. Any modification of, or amendment to, this Agreement shall be in writing and signed by authorized representatives of both Parties.


IN WITNESS, the Parties have executed this Agreement as of the day and year first written above:

BUYER:

CTV GLOBAL, INC.
A California corporation

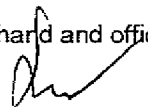
By: 
David Wheeler, President

SELLER:


David Wheeler, Individually

STATE OF Pennsylvania
COUNTY OF Philadelphia SS.

On June 15, 2006 before me, STAN ZHUKAREV, personally appeared David Wheeler, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/ are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Stan Zhukarev, Notary Public
Upper Darby Twp., Delaware County
My Commission Expires Apr. 1, 2009
Member, Pennsylvania Association of Notaries

**EXHIBIT A
ASSETS**

Country	Filing Date	Type of Mark	Serial No.	Registration No.
United States	May 24, 1999	Service Mark Word Mark: CAREERTV Goods & Services: Providing on-line personnel placement and recruitment. First Use: 1/27/1999	75712346	2483932