

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Software Agents, Inc.		10/11/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Purple Martin, LLC		
<b>Street Address:</b>	1660 West Second Street, Suite 1100		
<b>Internal Address:</b>	c/o Ulmer & Berne LLP		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44113-1448		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2016750	NETCASH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)583-7071		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2165837000		
<b>Email:</b>	ccrehore@ulmer.com		
<b>Correspondent Name:</b>	Charles A. Crehore		
<b>Address Line 1:</b>	1660 West Second Street, Suite 1100		
<b>Address Line 2:</b>	Ulmer & Berne LLP		
<b>Address Line 4:</b>	Cleveland, OHIO 44113-1448		
<b>ATTORNEY DOCKET NUMBER:</b>	31393-0000		
<b>NAME OF SUBMITTER:</b>	Charles A. Crehore		
<b>Signature:</b>	/Charles A. Crehore/		

CH \$40.00 2016750

Date:

10/12/2006

**Total Attachments: 2**

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## ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (the "Assignment") is made effective as of October 19, 2006, by SOFTWARE AGENTS, INC., a Delaware corporation ("Assignor"), to PURPLE MARTIN, LLC, an Ohio limited liability company ("Assignee").

NOW, THEREFORE, for and in exchange for the payment of One Hundred Thousand Dollars (\$100,000.00) receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title, and interest throughout the world in and under the trademark "NetCash" (including U.S. Reg. No. 2,016,750) (the "Assigned Trademark"), and further, all rights and privileges pertaining to the Assigned Trademark, including without limitation, the goodwill and the right, if any, to sue or bring other actions for past, present and future infringement thereof. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all other foreign countries to record the registrations of the Assigned Trademark as the property of Assignee and to issue all future registrations for the Assigned Trademark to Assignee.
2. Representations and Warranties. Assignor represents and warrants that it has the right and authority to execute this Assignment and convey the rights set forth herein and that Assignor has not previously assigned the Assigned Trademark to any third party.
3. Further Assignment. Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications in the United States or in any foreign country for trademark registrations or other forms of protection for the Assigned Trademark and to prosecute such applications, as well as to claim and receive the benefit of the right of priority provided by any convention, treaty or agreement, and the right to invoke and claim such right of priority without further written or oral authorization. Whenever necessary or desirable, Assignor agrees to review and execute and cause others to execute any or all documents to give effect to this provision.
4. Authorization of Trademark Offices to Record. Assignor further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for trademark registrations or other proper protection for the Assigned Trademark, and to claim the aforesaid benefits of the right of priority provided by any convention, treaty or agreement, and to bring all actions or proceedings in its own name, of right, without further consent of Assignor.
5. Further Assurances. Assignor agrees to take such further action and to execute such reasonable and truthful documents as Assignee may reasonably request to effect or confirm the conveyance to Assignee of the Assigned Trademark and in connection with the enforcement of the same.

*Handwritten initials*

6. Governing Law. This Assignment will be governed by and construed under the laws of the State of Ohio and the United States without regard to conflicts of laws provisions thereof.

7. Counterparts. This instrument may be executed by the parties hereto in separate counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor does hereby release and forever quitclaim to Assignee all of its right, title and interest in and to the Assigned Trademark.

SOFTWARE AGENTS, INC.

By: Robert K. Houston

Name: Robert K. Houston

Title President