

**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>
My Live Interview, L.L.C.		09/22/2006	LIMITED LIABILITY COMPANY: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Practicematch Services, LLC		
<b>Street Address:</b>	600 Emerson Rd., Suite 450		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63141		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MISSOURI		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78255831	"MYLIVE INTERVIEW"	
<b>Serial Number:</b>	78255856	MYLIVEINTERVIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)863-9388		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-863-0800		
<b>Email:</b>	jlm@bks-law.com		
<b>Correspondent Name:</b>	Jeffrey L. Michelman		
<b>Address Line 1:</b>	168 North Meramec Avenue, Suite 400		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63105		
<b>ATTORNEY DOCKET NUMBER:</b>	14060-7		
<b>NAME OF SUBMITTER:</b>	Jeffrey L. Michelman		
<b>Signature:</b>	/Jeffrey L. Michelman/		

CH \$65.00 78255831

Date:

10/23/2006

**Total Attachments: 4**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

**ASSIGNMENT OF INTELLECTUAL PROPERTY** (the "Assignment") by and among My Live Interview, L.L.C., a Missouri limited liability company ("Assignor"); Practicematch Services, LLC, a Missouri corporation ("PMI"); DCM Consulting, Inc., a Missouri corporation ("DCM"); Robert DeRoode, a resident of the State of Missouri ("DeRoode"); Donald R. Cornell, a resident of the State of Missouri ("Cornell"); Integro Medical Services, LLC, a Missouri limited liability company ("Integro"); and Practicematch Services, LLC, a Missouri limited liability company ("Assignee") dated to be effective as of September 22, 2006 (the "Effective Date").

### WITNESSETH:

**WHEREAS**, Assignor is the owner of certain trademarks using or related to the name "My Live Interview" (the "Intellectual Property"), including, but not limited to the two registered under the Assignor's name with the United States Patent and Trademark Office (Serial Numbers 78255831 and 78255856); and

**WHEREAS**, the members of Assignor have unanimously agreed to dissolve and liquidate Assignor through that certain Plan of Complete Liquidation adopted by the Members on the Effective Date (the "Plan"); and

**WHEREAS**, the Limited Liability Company Operating Agreement and the Plan contemplate that the assets of Assignor, including all of Assignor's right, title and interest in and to the Intellectual Property (the "IP Rights"), which IP Rights shall include all right, title, and interest in and to the IP Rights, together with the goodwill of the business symbolized by the IP Rights, after discharging debts and obligations, and establishing adequate reserves, be distributed to the members of Assignor, namely PMI and DCM;

**WHEREAS**, the stockholders of DCM consist of DeRoode and Cornell, each of whom are members of Integro; and

**WHEREAS**, PMI and Integro are each members of Assignee, and Assignee has the ability and desire to use the IP Rights in the conduct of its business.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Assignment from Assignor to PMI and DCM. MLI, assigns a fifty percent (50%) undivided interest in and to the IP Rights to each of PMI and DCM.

2. Assignment from DCM to DeRoode and Cornell. DCM, assigns its fifty percent (50%) undivided interest in and to the IP Rights to DeRoode and Cornell, as tenants in common.

3. Assignment from DeRoode and Cornell to Integro. DeRoode and Cornell respectively assign their tenancy in common rights to the IP Rights referenced in Paragraph 2 above to Integro.

4. Assignment from Integro and PMI to Assignee. Integro and PMI respectively assign their fifty percent undivided interest in and to the IP Rights to Assignee, the same to be held and enjoyed by Assignee, for its own use and benefit and that of its successors and assigns, to the full end of the term for which said IP Rights are granted, together with all claims for damages by reason of past infringement of said IP Rights, with the right to sue for and collect the same for its own use and for the use of its successors, assigns, or other legal representatives.

5. Representations and Warranties. Each party or parties (in the event there is more than one) to this Assignment who is assigning his or its right, title and interest in and to the IP Rights (or specified portion thereof), does hereby covenant and warrant to the party to whom the assignment is being made, which such representations and warranties surviving his or its assignment for the maximum period permitted by law, that: (i) he or it is the legal owner of the IP Rights and has full right and title thereto and authority to sell, assign, and dispose of the same; (ii) he or it has not granted any consent, right or license to use the IP Rights to anyone; (iii) there are no threatened or pending claims, protests, proceedings, or liabilities against him or it involving the IP Rights; (iv) prior to his or its execution of this Assignment, his or its right, title, and interest in said IP Rights has not been otherwise encumbered; and (v) he or it has not executed, and will not execute, any instrument in conflict herewith.

6. Recordation of Assignments. In the event the United States Patent and Trademark Office allows for the recordation of the multiple assignments contained in this Assignment as a single assignment between Assignor and Assignee, the parties are authorized to record the assignments as a single assignment.

7. Taxation of Assignments. The parties each acknowledge that they have had the opportunity to discuss the taxation of the assignments with their professional tax adviser. For tax purposes, the parties anticipate that: (a) the assignment in Paragraph 1 will be treated as a liquidating distribution; (b) the assignment in Paragraph 2 will be treated as a distribution from DCM's accumulated adjustments account to the extent possible; (c) the assignment in Paragraph 3 will be treated as a contribution the capital of Integro; and (d) the assignment in Paragraph 4 will be treated as a contribution to the capital of Assignee.

8. Authorization and Recordkeeping for Distributions and Contributions. With respect to the assignments in Paragraphs 2, 3 and 4, each party, in his, her or its capacity as officer, director, manager, shareholder and/or member, as applicable, of the

aforementioned entities, hereby consent to the distribution and/or contribution referenced in the Paragraphs above, and agree that his, her or its consent in this Assignment shall be considered to be part of a unanimous written consent for purposes of authorizing any such distribution and/or contribution from any assignor entity, and to any assignee entity, and no further consent or approval from him, her or it shall be required to make the distributions and/or contributions binding on the entities for which he, she or it services in any such capacity. To the extent required by any governing instrument applicable to an entity party to this Assignment, the entity's accountants, managers or officers, shall make a notation in the entity's books and records reflecting the distributions and contributions referenced herein and the specific dollar amount of such distribution and/or contribution.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the parties have executed this Assignment as of the Effective Date set forth above.

My Live Interview, LLC

By: Practicematch Services, LLC, its Manager

By: Charlie Holland  
Charlie Holland, President

Practicematch Services, LLC

By: Charlie Holland  
Charlie Holland, President

DCM Consulting, Inc.

By: Donald R. Cornell  
Donald R. Cornell, President

Integro Medical Services, LLC

By: Donald R. Cornell  
Donald R. Cornell, Manager

Robert DeRoode  
Robert DeRoode

Donald R. Cornell  
Donald R. Cornell

Practicematch Services, LLC

By Practicematch Services, LLC, it's Manager

By: Charlie Holland  
Charlie Holland, President