

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
Ignition Incorporated		10/23/2006	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	TRS Quality, Inc.		
Street Address:	300 RadioShack Circle		
Internal Address:	Mail Stop # CF4-101		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76144376	IGNITION	
CORRESPONDENCE DATA			
Fax Number:	(817)415-6593		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	817 415 8541		
Email:	ryan.ann.bickley@radioshack.com		
Correspondent Name:	Ryan Ann Bickley		
Address Line 1:	300 RadioShack Circle		
Address Line 2:	Mail Stop #CF4-101		
Address Line 4:	Fort Worth, TEXAS 76102		
NAME OF SUBMITTER:	Ryan Ann Bickley		
Signature:	/ryan ann bickley/		
Date:	11/06/2006		

CH \$40.00 76144376

Total Attachments: 7

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TRANSFER AGREEMENT

THIS AGREEMENT, made this 23 day of October, 2006, between Ignition Incorporated, a Texas corporation, with its principal offices located at 2701 E. Plano Parkway, Suite 100, Plano, Texas 75074 (hereinafter "IGNITION") and TRS Quality, Inc., a Delaware corporation, with its principal offices located at 2751 Centerville Rd., Suite 335, Wilmington, Delaware 19808 (hereinafter "TRS").

WHEREAS Ignition holds and manages a portfolio of trade names, service marks and trademarks and the goodwill associated therewith (hereinafter "Marks"); a list of these marks are attached as Exhibit "A"; and

WHEREAS, TRS desires to acquire these Marks.

NOW, THEREFORE, in consideration of the premises hereinafter set forth, it is hereby agreed as follows:

- I. Ignition hereby assigns to TRS all of its rights, title and interest in those trade names, service marks and trademarks, together with appurtenant goodwill, hereto attached as Exhibit "A".
- II. IGNITION further agrees:
 - a. To execute such additional assignment and transfer documents for said Marks as may be reasonably requested by TRS for purposes of effecting the assignments hereunder and for recording such assignments with governmental agencies;
 - b. To transfer upon request all files and other documents in the possession or control of IGNITION or copies thereof relative to the selection of trademarks and service marks, prosecution of applications therefore, and the maintenance and enforcement of all registration and common law rights therein;
 - c. To notify TRS of all due dates for renewals, use requirements and of other obligations that may affect the validity or enforcement of any rights herein transferred, in sufficient time for TRS to determine its interest, and in the absence of instructions from TRS, to maintain in full force and effect all trademark and service mark rights herein transferred by payment of all fees, annuities, taxes and the like and to continue prosecution of all pending or new applications; and
 - d. To maintain all dockets, records, and computer programs for controlling trademark and service mark maintenance as well as applications and registrations therefore, at TRS's cost and expense, and to make such records and all data and data base information available to TRS for review, at IGNITION's corporate office during normal business hours or to make hard copy printouts for TRS upon request.

III. TRS agrees:

- a. To pay all expenses and fees, including attorney's fees, for preparation of all documents to assign the Marks and for the recording thereof as well as for any related recordings.
- b. To pay all expenses and fees, including attorney's fees, for the preparation and filing of registered user applications and the registration thereof, or for the required recording of licensees and the like in any of the foreign countries or the United States in which the Marks are registered;
- c. That IGNITION and/or its agents may continue to prosecute all presently pending applications for Marks and that IGNITION is to continue to supervise all enforcement actions involving Marks against third parties, arising prior to the date hereof, through the judgment or other resolution as may reasonably be necessary to protect the interests of TRS, including the obtaining of assignments where necessary and the later assignment to TRS. Any such prosecution and/or supervision shall be subject to the control and supervision of TRS and any trademarks or service marks acquired by assignment shall be promptly assigned to TRS. For further requirements as to the rights of IGNITION and TRS with regards to these and other related matters reference is hereby made to the License Agreement to be executed by the parties as provided for herein;
- d. To reimburse IGNITION for reasonable legal fees and for any services rendered and expenses related thereto in the prosecution of applications involving Marks and for the handling or supervision of any enforcement actions involving Marks hereunder, as IGNITION has the expertise and knowledge from previously handling enforcement and prosecution actions involving Marks;
- e. To pay all sales, transfer and other taxes which may be associated with the transfer of any assets pursuant hereto; and

IV. Representations and Warranties

- a. IGNITION represents, warrants and agrees:
 1. That IGNITION is duly organized and is validly existing under the laws of the State of Texas, and has the corporate power to own its property and to carry on its business as now being conducted. That IGNITION has full corporate power and authority to enter into this Agreement which, when executed and delivered, will constitute the valid and binding obligation (limited, however, to the express representations and warranties of this section) of IGNITION enforceable in accordance with its terms.

2. That as of the date hereof IGNITION has a good faith belief, based on information provided to it from time to time by counsel, that it has good and marketable title to the Marks, except as previously disclosed to TRS, and that there are no pending or threatened actions, suit or proceedings which could adversely impair the value of the Marks or challenge the validity or ownership thereof except as may be set forth in any claim file related to the Marks. Notwithstanding the representations and warranties in the previous sentence, IGNITION expressly does not represent that the attached Exhibit A is accurate and complete or that liens or encumbrances do not in fact exist.
 3. That in the event that liens, claims, challenges, abandonments, defects or encumbrances exist that are unknown to IGNITION, IGNITION will make every reasonable effort in cooperation with TRS, to remove, advise TRS of or resolve such defects prior and subsequent to the date of this Agreement; and
 4. That if in the course of IGNITION's activities by maintaining or enforcing Marks pursuant to this Transfer Agreement, a substantial conflict arises between the interests of IGNITION and TRS, IGNITION shall promptly call the conflict to the attention of TRS.
- b. TRS represents, warrants and agrees that TRS is duly organized and is validly existing under the laws of the State of Delaware and has full corporate power and authority to enter into this Agreement which, when executed and delivered, will constitute the valid and binding obligation of TRS enforceable in accordance with its terms.

V. Post Effective Date Actions

IGNITION further agrees to execute after the effective date such additional documents as may be reasonably required, without further compensation, but at no expense to IGNITION, to perfect the assignment herein contemplated, including any additional trademark or service mark registrations and/or applications that should have been included in exhibit A, whether or not subsequently discovered, as well as any additional assignment documents.

VI. Costs

TRS covenants and agrees to pay costs and expenses of the performance compliance with all transactions contemplated by this Agreement including but not limited to all taxes, including value added taxes and recording fees, other than income taxes assessable by the United States or any other governmental entity that may arise as a result of the assignment contemplated by this Agreement.

VII. Indemnification

IGNITION hereby agrees to indemnify, defend and hold TRS harmless from, against in respect of (and shall on demand reimburse TRS for):

- a. any and all damages and costs whatsoever, including actual attorneys' fees, arising from any actions, causes of action, claims and/or demands made by anyone regarding the Marks prior to the effective date hereof; and
- b. any and all loss, liability or damage suffered or incurred by TRS by reasons of any untrue representation, breach of warranty or non-fulfillment of any covenant by IGNITION contained herein, including any adverse claim to the Marks known to IGNITION, based upon events occurring prior to the transfer of the Marks.

VIII Notice

Any notice required or permitted hereunder shall be in writing and shall be sufficiently given if personally delivered or mailed by certified or registered mail, return receipt requested, addressed as follows:

If to TRS 300 RadioShack Circle
 Mail Stop # CF4-101
 Fort Worth, Texas 76102

If to IGNITION 2701 E. Plano Parkway, #100
 Plano, Texas 75074

(or to such other address as any party shall specify in a written notice so given), and shall be deemed to have been delivered as of the date so personally delivered or mailed.

IX. Binding Effect; Benefits

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective herein successors, executors, administrators and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

X. Entire Agreement

This Agreement, together with the Exhibits and other documents contemplated hereby, constitutes the final written expression of all of the agreements between the parties, and is a complete and exclusive statement of those terms. It supersedes all understanding and negotiations concerning the matters specified herein. Any representations, promises, warranties or statements made by any party that differ in any way from the statements made by any party that differ in any way from the terms of this written Agreement and the Exhibits and other documents contemplated hereby, shall be given no force or effect. The parties

specifically represent, each to the other, that there are no additional or supplemental agreements between them related in any way to the matters herein contained unless specifically included or referred to herein. No addition to or modification of any provision of this Agreement shall be binding upon any party unless made in writing and signed by an offer of both parties.

XI. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XII. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

XIII. Headings

Headings of the Articles and Sections of this Agreement are for the convenience of the parties only and shall be given no substantive or interpretive effect whatsoever.

XIV. Merger of Documents

This Agreement and all agreements and documents contemplated hereby constitute one agreement and are interdependent upon each other in all respects.

XV. Incorporation of Exhibits

All Exhibits attached hereto are by this reference incorporated herein and made a part hereof for all purposes as if fully set forth herein.

XVI. Severability

If, for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other cases or of rendering any of the provisions of this Agreement inoperative, unenforceable or invalid.

XVII. Assignability

Neither this Agreement nor any of the parties' rights hereunder shall be assignable by any party hereto, with the exception that either party may assign any of their rights hereunder, in whole or in part, to a subsidiary provided it gives the other party notice of said assignment.

IN WITNESS WHEREOF the parties have hereunto set their hands effective as of the date first written above.

IGNITION INCORPORATED

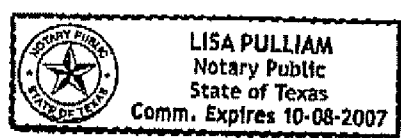
TRS QUALITY, INC.

By: [Signature]
Douglas Laube
Title: CEO and President

By: [Signature]
Joel Tiede
Title: President

State of Texas
County of Collin

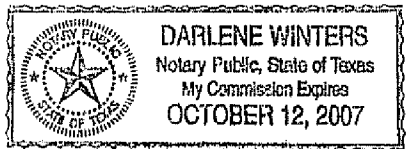
This instrument was acknowledged before me on October 23, 2006 by Douglas Laube, CEO and President of Ignition Incorporated, a Texas corporation, on behalf of said corporation.



[Signature]

State of Texas
County of Tarrant

This instrument was acknowledged before me on 11/3, 2006 by, Joel Tiede, President of TRS Quality, Inc., a Delaware corporation, on behalf of said corporation.



[Signature]

Exhibit A

IGNITION