

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
Gibson Development Stage Holdings, Inc.		12/29/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Take Anywhere Technologies, Inc.
Street Address:	309-311 Plus Park Boulevard
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37217
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78966216	PLAY FRIEND
Serial Number:	78966210	PLAY FRIEND
Serial Number:	78966207	PLAY FRIEND
Serial Number:	78966218	PLAY FRIEND
Serial Number:	78966205	PLAY FRIEND
Serial Number:	78966201	TAKE ANYWHERE
Serial Number:	78966197	TAKE ANYWHERE
Serial Number:	78966195	TAKE ANYWHERE
Serial Number:	78966221	TAKE ANYWHERE
Serial Number:	78966191	TAKE ANYWHERE

CORRESPONDENCE DATA

Fax Number: (678)553-2212
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 78966216

Phone: 678-553-2100
Email: atltrademark@gtlaw.com
Correspondent Name: Kristen L. Fancher, Esq.
Address Line 1: 3290 Northside Parkway, Suite 400
Address Line 4: Atlanta, GEORGIA 30327

ATTORNEY DOCKET NUMBER:	035187.048600
NAME OF SUBMITTER:	Kristen L. Fancher, Esq.
Signature:	/kristen l fancher/
Date:	12/29/2006

Total Attachments: 3
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ASSIGNMENT OF TRADEMARK

29th THIS ASSIGNMENT OF TRADEMARK (THE "Assignment") is made as of the day of December, 2006 by **GIBSON DEVELOPMENT STAGE HOLDINGS, INC.**, a Delaware corporation ("Assignor"), having its principal offices at 309-311 Plus Park Boulevard, Nashville, TN 37217, to **TAKE ANYWHERE TECHNOLOGIES, INC.**, a Delaware corporation ("Assignee"), having its principal offices at 309-311 Plus Park Boulevard, Nashville, TN 37217.

BACKGROUND

Assignor is the owner of all right, title and interest in and to the marks and United States Trademark Registrations set forth in Exhibit A attached hereto (the "Marks"). Assignee is a wholly-owned subsidiary of Assignor and successor of the business of the Assignor to which the Marks pertain. Assignor desires to assign to Assignee the Marks and Assignee desires to acquire the Marks from Assignor.

AGREEMENT

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt, adequacy and sufficiency of which Assignor hereby acknowledges, Assignor, intending to be legally bound, hereby agrees as follows:

1. **Assignment.**

(a) Assignor does hereby assign, sell and transfer unto Assignee, all of Assignor's right, title and interest in and to the Marks, and to any extensions, renewals and other applications therefor, together with the goodwill of the business associated with such Marks, including any licenses or authorizations to use the Marks, together with all rights the Assignor may have to sue and to recover damages and other remedies for any infringement of the Marks which may have occurred before the date of this Assignment; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the full end of the term for which the Marks are granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

(b) The assignment, sale and transfer hereunder by Assignor of the Marks to Assignee is made AS IS and without any representations or warranties whatsoever.

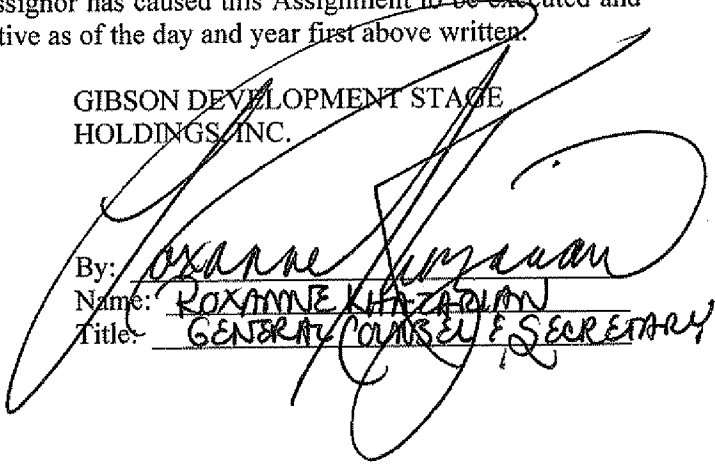
2. **Further Actions.** From time to time after the date hereof, and without further consideration (subject, however, to assignee's reimbursement of Assignor for any reasonable and documented fees or out-of-pocket expenses incurred in connection with Assignor's compliance with this Section 2), Assignor shall promptly take such actions and execute and deliver such documents and instruments as Assignee may reasonably request, or as may be required by the U.S. Patent and Trademark Office, to assist Assignee in its efforts to perfect and record Assignee's ownership of the Marks.

3. **Counterparts.** Each copy of this Assignment which Assignor signs to facilitate the recording of the Assignee's interest in the Marks shall be deemed an original.

4. **Successors.** This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed and delivered by its duly authorized representative as of the day and year first above written.

GIBSON DEVELOPMENT STAGE
HOLDINGS, INC.

By: 
Name: ROXANNE KHAZARIAN
Title: GENERAL COUNSEL & SECRETARY

Before me, a Notary Public in and for the State of New York on this 28th day of December, 2006, personally appeared ROXANNE KHAZARIAN, who being duly sworn, signed and acknowledged the foregoing Assignment as her free act and deed.


NOTARY PUBLIC

My Commission Expires: 9/21/2010

PAUL R. ALTER
Notary Public, State of New York
No. 02AL5059775
Qualified in New York County
Commission Expires September 21, 2010

Exhibit A

LIST OF TRADEMARKS

MARK	REG. / APP. NUMBER
PLAYFRIEND	78/966,216
PLAYFRIEND	78/966,210
PLAYFRIEND	78/966207
PLAYFRIEND	78/966,218
PLAYFRIEND	78/966,205
TAKE ANYWHERE	78/966,201
TAKE ANYWHERE	78/966,197
TAKE ANYWHERE	78/966,195
TAKE ANYWHERE	78/966,221
TAKE ANYWHERE	78/966,191