

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lendia Group, LLC		08/30/2006	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Lendia Group I, LLC		
Street Address:	1221 Brickell Avenue, Suite 2660		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78287989	LENDIA	
Registration Number:	3068986	LENDIA	
Registration Number:	3104656	LIVE AS YOU PLEASE	
CORRESPONDENCE DATA			
Fax Number:	(617)443-0004		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6174439292		
Email:	adaley@bromsun.com		
Correspondent Name:	William J. Morris III		
Address Line 1:	125 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110-1618		
ATTORNEY DOCKET NUMBER:	2762/206, 208, 209		
NAME OF SUBMITTER:	William J. Morris III		

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Signature:

/william j. morris III/

Date:

01/10/2007

Total Attachments: 3

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ASSIGNMENT AND ASSUMPTION AGREEMENT
(Step 2: Lendia Group to Lendia Group I)

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into as of the ___ day of August, 2006, by and between Lendia Group, LLC, a Florida limited liability company ("Group") and Lendia Group I, LLC, a Florida limited liability company ("Group I").

WHEREAS, pursuant to an Assignment and Assumption Agreement of even date herewith between Lendia, Inc. ("Old Lendia") and Group, Old Lendia transferred to Group all of its assets (other than certain Excluded Assets as defined therein) (the "Lendia Assets") and Group assumed all of Old Lendia's liabilities (other than certain Excluded Liabilities as defined therein);

WHEREAS, Group I is a wholly-owned subsidiary of Group and a disregarded entity for federal income tax purposes;

WHEREAS, Group wishes to assign all of its assets, including, without limitation, the Lendia Assets to Group I; and

WHEREAS, in exchange for such assignment, Group I wishes to assume all liabilities of Group, as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Effective upon the execution and delivery of this Agreement, Group hereby assigns, transfers and contributes to Group I all right, title and interest in and to all of its assets and properties of any nature or description, tangible or intangible as of the date hereof (collectively, the "Assets"), including, without limitation, (i) all rights to technology and other intellectual property owned and licensed by Group which includes Group's rights with respect to the invention entitled "LOGIX", set forth in an application for Letters Patent of the United States Serial No. 10/895,280 (the "Invention") and Group's right to request an instrument evidencing such assignment from the inventor of the Invention in recordable form to file with the United States Patent and Trademark Office, and (ii) the Lendia Assets, subject to all liens, claims and encumbrances pertaining thereto and assumed herewith. Group shall immediately execute and deliver any other instruments of transfer and assignment as Group I may request from time to time to further evidence such transfer.

2. Group I hereby assumes all liabilities and obligations of any nature or description, past, present and future, of Group as of the date hereof (the "Assumed Liabilities") whether related to the ownership of the Assets or otherwise. Group I shall immediately execute and deliver any other instruments of assumption as Group may request from time to time to further evidence such assumption. Group I agrees to indemnify, defend and hold harmless Old Lendia and Group (and any shareholder, member, director, officer,

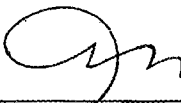
employee, affiliate or successor and assign thereof) from and against any claims, liabilities, damages, deficiencies, judgments, settlements, costs of investigation or other expenses including taxes, interest, penalties and reasonable attorneys' fees and reasonable fees of other experts and disbursements and expenses incurred in enforcing this indemnification, suffered or incurred by Old Lendia, Group or any of the foregoing persons arising out of the Assumed Liabilities. Nothing herein shall alter or impair the obligations of any party under that certain Unit Purchase Agreement of even date herewith or that certain Limited Liability Company Operating Agreement of Lendia Group, or cause the representations, warranties, covenants and other agreements made by the parties to such documents to be undermined by the indemnification provisions hereof.

3. This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law rules, and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been executed under seal by the parties hereto as of the date first above written.

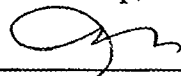
LENDIA GROUP, LLC

By: 

Gregory O'Connor, Chief Executive Officer

LENDIA GROUP I, LLC

By: Lendia Group, LLC, its sole member

By: 

Gregory O'Connor, Chief Executive Officer

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