

**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>
Triston Miller		04/02/2007	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bumperdoc, Inc.		
<b>Street Address:</b>	11510 Cortina Place		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92131		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3042187	BUMPERDOC. THE MOBILE ATTENTION YOUR BUMPER NEEDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)622-0411		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-622-7878		
<b>Email:</b>	todd@teeplehall.com		
<b>Correspondent Name:</b>	Todd Douglas Hall, Esq.		
<b>Address Line 1:</b>	9255 Towne Centre Drive, Suite 500		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>NAME OF SUBMITTER:</b>	Todd Douglas Hall		
<b>Signature:</b>	/Todd Douglas Hall/		
<b>Date:</b>	04/09/2007		

OP \$40.00 3042187

Total Attachments: 4

**900073895**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is entered into on April 2, 2007, by and between Triston Miller, an individual ("Assignor") and Bumperdoc, Inc., a California Corporation ("Assignee"), upon the following terms and conditions:

1. Assignment of Intellectual Property. In consideration of good and valuable consideration, including the issuance of common stock of the Assignee to the Assignor, receipt of which is hereby acknowledged, Assignor does hereby sell, grant, convey and assign unto Assignee, its successors, assigns and licensees forever, all right, title and interest in and to U.S. Trademark Registration No. 3,042,187, including all renewals and rights to sue for past and future trademark infringement (the "Intellectual Property").

2. Representations and Warranties. Assignor hereby represents and warrants as follows:

a. Assignor is the creator of the Intellectual Property and holds all legal right, title and interest in and to the Intellectual Property with full and unencumbered right to assign the Intellectual Property and perform all acts required under this Agreement.

b. Assignor grants to Assignee a power of attorney to execute any such documents as may be required to fully assign and vest all propriety rights created by Assignor in the Intellectual Property to Assignee. Such power of attorney is a power coupled with an interest and is irrevocable.

3. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The parties additionally acknowledge and agree that this Agreement may be executed and delivered by facsimile. At such times as each of the parties has a facsimile copy of this Agreement, and/or counterparts thereof, containing the signatures of all of the parties, this Agreement shall be treated as having been fully executed and delivered for all purposes.

4. Notices. All notices, requests, instructions, consents and other communications to be given pursuant to this Agreement shall be in writing and shall be deemed received (i) on the same day if delivered in person, by same-day courier or by telegraph, telex, or facsimile transmission, (ii) on the next day if delivered by overnight mail or courier, or (iii) on the date indicated on the return receipt, on the third calendar day (excluding Sundays) if delivered by certified or registered mail, postage pre-paid, to the party for whom intended

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*Intellectual Property Assignment*  
*Assignor: Triston Miller*  
*Assignee: Bumperdoc, Inc.*  
*April 2, 2007*  
*Page 1 of 4*

5. Entire Agreement; Binding Effect. This Agreement constitutes the entire agreement between the parties and signatories and all prior and contemporaneous conversations, negotiations, possible and alleged agreements, and representations, covenants, and warranties, express or implied, oral or written, with respect to the subject matter hereof, are waived, merged herein and superseded hereby. There are no other agreements, representations, covenants or warranties not set forth herein. The terms of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend and agree that this Agreement and the exhibits attached hereto constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement. No part of this Agreement may be amended or modified in any way unless such amendment or modification is expressed in a writing signed by all parties to this Agreement.

6. Amendment. No Amendment of this Agreement shall be effective unless embodied in a written instrument executed by all of the parties.

7. Governing Law; Jurisdiction. The parties and signatories to this Agreement agree that the laws of the State of California shall apply to any question or issue raised by this Agreement, without regard to conflict of law principles. Should any dispute arise under this Agreement, the parties agree and consent to the resolution of such matters in San Diego County, California, such jurisdiction being convenient for both parties.

8. Non-waiver. The failure of any party to insist upon the prompt and punctual performance of any term or condition in this Agreement, or the failure of any party to exercise any right or remedy under the terms of this Agreement on any one or more occasions shall not constitute a waiver of that or any other term, condition, right, or remedy on that or any subsequent occasion, unless otherwise expressly provided for herein.

9. No Employment Contract. Except as specifically provided herein, nothing contained in the Agreement shall be construed to constitute either party as a partner, employee, or agent of the other, nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor responsible for its own actions.

10. Representation of Understanding. All parties and signatories to this Agreement acknowledge and agree that the terms of this Agreement are contractual and not mere recital, and all parties and signatories represent and warrant that they have carefully read this Agreement, have fully reviewed its provisions with their attorneys, know and understand its contents and sign the same as their own free acts and deeds. It is

understood and agreed by all parties and signatories to this Agreement that execution of this Agreement may affect rights and liabilities of substantial extent and degree and with the full understanding of that fact, they represent that the covenants provided for in this Agreement are in their respective best interests.

12. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, partnership, or corporation, other than the parties, their successors and assigns, any benefits, or rights under or by reason of this Agreement, except to the extent of any contrary provision herein contained.

13. Authority. The parties hereto represent and warrant that they possess the full and complete authority to covenant and agree as provided in this Agreement and, if applicable, to release other parties and signatories as provided herein. If any party hereto is a corporation, the signatory for any such corporation represents and warrants that they possess the authority and have been authorized by the corporation to enter into this Agreement.

14. Attorneys Fees. Should it be necessary to institute any action to enforce the terms of this Agreement, the parties hereby agree that the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees, which shall include all costs of litigation, including, but not limited to court costs, filing fees, and expert witness fees. Further, the attorney fees and costs include the costs for such items for any appeals. This paragraph shall remain separate from any judgment entered to enforce its terms and shall entitle the prevailing party to attorneys fees and costs incurred in connection with post judgment collection and enforcement efforts.

15. Severability. If any provision of this Agreement is held by a court to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall be unaffected by such holding. If the invalidation of any such provision materially alters the agreement of the parties, then the parties shall immediately adopt new provisions to replace those which were declared invalid.

16. Time of Essence. Time is of the essence under this Agreement.

#### **SIGNATURES TO FOLLOW ON NEXT PAGE**

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*Intellectual Property Assignment*  
*Assignor: Triston Miller*  
*Assignee: Bumperdoc, Inc.*  
*April 2, 2007*  
*Page 3 of 4*


In Witness Whereof, the parties hereto execute this Agreement to be effective as of the date first set forth above.

**ASSIGNOR:**

  
\_\_\_\_\_  
Triston Miller, an individual

**ASSIGNEE:**

**BUMPERDOC, INC.**  
**A CALIFORNIA CORPORATION**

By:   
\_\_\_\_\_  
Triston Miller, President

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*Intellectual Property Assignment*  
*Assignor: Triston Miller*  
*Assignee: Bumperdoc, Inc.*  
*April 2, 2007*  
*Page 4 of 4*