

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
Bluebird Solutions, Inc.		05/10/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Bluepoint Solutions, Inc.		
Street Address:	1221 Liberty Way		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92081		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3154665	BLUEPOINT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(619)688-1322		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	619 688 1300		
Email:	email@nydegger.com		
Correspondent Name:	Nydegger & Associates		
Address Line 1:	348 Olive Street		
Address Line 4:	San Diego, CALIFORNIA 92103		
ATTORNEY DOCKET NUMBER:	11313.1		
NAME OF SUBMITTER:	Neil K. Nydegger		
Signature:	/Neil K. Nydegger/		
Date:	05/22/2007		

OP \$40.00 3154665

Total Attachments: 2
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ASSIGNMENT

WHEREAS, Bluebird Solutions, Inc., (hereinafter referred to as Assignor), a corporation of the State of California, having a principal place of business at 1221 Liberty Way, Vista, California, 92081; has adopted, used, is using, and is the owner of all right, title, and interest in and to the trademark BLUEPOINT SOLUTIONS (hereinafter referred to as the Mark), which was registered in the United States Patent and Trademark Office as Registration No. 3,154,665 on October 10, 2006; and

WHEREAS, Bluepoint Solutions, Inc., (hereinafter referred to as Assignee), a corporation of the State of Nevada, having a principal place of business at 1221 Liberty Way, Vista, California 92081, is desirous of acquiring the entire right, title, and interest in and to the Mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE the entire right, title and interest including the right to sue for past infringement in and to the Mark and the above-identified registration thereof, together with the goodwill of the business symbolized by and associated with the Mark.

The Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such officials in foreign countries as are duly authorized by their laws to register trademarks, to issue any and all certificates of registration of the Marks to the Assignee as the owner of the entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives.

This Assignment and Agreement shall be binding upon the heirs and legal representatives of Assignor.

BLUEBIRD SOLUTIONS, INC.

By: [Signature]
Harold Tilbury

Title: [Signature]
President & CEO

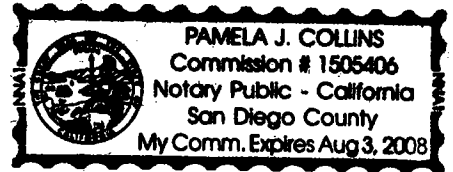
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF San Diego) ss.

On May 10, 2007, before me, Pamela J. Collins, Notary Public, personally appeared Harold Tilbury, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]



(Seal)

Docket: 11313.100