

**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>
Browz Group, LC		06/15/2007	LIMITED LIABILITY COMPANY: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Browz LLC		
<b>Street Address:</b>	13997 So. Minuteman Drive, Suite 150		
<b>City:</b>	Draper		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84020		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UTAH		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3103252	BROWZ	
Registration Number:	3236099	BROWZ	
Registration Number:	2354191	BROWZ	
Registration Number:	2462177		
Registration Number:	2365403	BROWZ.COM	
Registration Number:	2352844	COMMUNITY WIDE WEB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(801)532-7750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	801-532-7840		
<b>Email:</b>	susana@pwlaw.com		
<b>Correspondent Name:</b>	Susan Allen		
<b>Address Line 1:</b>	185 South State Street, Suite 1300		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		

**CH \$165.00 3103252**

NAME OF SUBMITTER:	Susan Allen
Signature:	/susan allen/
Date:	08/06/2007
Total Attachments: 5 source=4453_001#page1.tif source=4453_001#page2.tif source=4453_001#page3.tif source=4453_001#page4.tif source=4453_001#page5.tif	

## ASSIGNMENT

WHEREAS, Browz LLC, a Utah limited liability company (the "Company"), and Browz Group, LC, a Utah limited liability company ("Browz Group") entered into that certain Asset Purchase and Contribution Agreement (the "Agreement"), dated as of the date hereof;

WHEREAS, pursuant to the terms of the Agreement, Browz Group contributed substantially all of its assets, including but not limited to certain licenses, permits, domain names, patents and trademarks, as more fully described on Exhibit A attached hereto (the "Assigned Property"), to the Company in consideration for Class A Units of the Company and the Company's assumption of certain liabilities;

WHEREAS, Browz Group received full and adequate consideration from the Company for the Assigned Property; and

WHEREAS, in order to fully effectuate the transfer of all right, title, and interest the Assigned Property to the Company, Browz Group desires to make this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Browz Group hereby sells, conveys, transfers, assigns and delivers unto the Company, its successors and assigns, all of Browz Group's right, title, and interest in, to, and under:

The Assigned Property, as well as any and all goodwill associated therewith, the same to be held and enjoyed by the Company for its own use and for the use of its successors and assigns.

The United States patent applications identified on Exhibit A, and in all divisions, continuations and continuations-in-part of said applications, all previously filed provisional applications for which the present application seeks the benefit of an earlier filing date under 35 U.S.C. § 119, all reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries including previously filed Patent Cooperation Treaty Application No. PCT/US2004/028107, filed August, 27, 2004.

The right to file foreign patent applications on the Assigned Property in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

Browz Group hereby authorizes and requests the United States Commissioner of

Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on the Assigned Property to the Company as the owner of the entire interest, for the sole use and benefit of the said Company, its successors, assigns and legal representatives.

Browz Group hereby assigns to the Company the full and exclusive right, title, and interest in and to any and all rights associated with the marks identified on Exhibit A (the "Marks") in the United States of America, including, without limitation, any and all common law trademark rights associated with the Marks; the related federal registration applications; any other trademark rights associated with the Marks, including any and all goodwill embodied in the Marks, any and all stylized and typed versions of the Marks, the right to obtain trademark registrations related thereto, and the right to sue for infringements and past infringements thereof; and any and all domain names owned or controlled by Browz Group that include the Marks or similar formatives thereof.

Browz Group further agrees to transfer to the Company, without further remuneration, all legal files, documents, and items that relate to the foregoing assigned rights or that are associated with the Assigned Property, including, but not limited to, the Marks.

Browz Group hereby agrees, without further consideration and without expense to it, to sign and execute all lawful papers and to perform all other lawful acts which the Company may request of it to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on the Assigned Property, and all lawful documents requested by the Company to further the prosecution of any of such patent applications.

Cooperation to the best of its ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving the Assigned Property.

Browz Group hereby authorizes the Directors of the United States Patent and Trademark Office to record this Assignment for the sole benefit of the Company, its successors, assigns, and legal representatives.

*[signature page follows]*

IN WITNESS WHEREOF, Browz Group has caused this Assignment to be executed effective as of the 15<sup>th</sup> day of June, 2007.

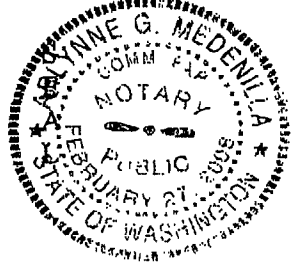
Browz Group, LC

Signature: [Handwritten Signature]

Printed Name: R. Bruce Merrell

STATE OF WA )  
COUNTY OF King ) :ss

On this 15<sup>th</sup> day of June, 2007, personally appeared before me Arlynn G. Medenilla who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment, and acknowledged that he executed the same.



Arlynn G. Medenilla NOTARY PUBLIC  
2/27/08 COMMISSION EXPIRATION

[Signature Page to Browz LLC Assignment]

**Exhibit A  
Assigned Property**

**1. Patents**

<b>Docket No.</b>	<b>Patent Application Name</b>	<b>Case Type</b>	<b>Filing Date</b>	<b>Serial or Issue Number</b>	<b>Status</b>
01757-24518	Server-side scripting language and programming tool	Regular U.S.	March 11, 1999	6,470,349	Issued
01757-22037.PROV	System and method for assessing a supplier's compliance with a customer's contract terms, conditions, and applicable regulations	Provisional U.S.	August 29, 2003	60/498,924	Converted
01757-22037.NP	System and method for assessing a supplier's compliance with a customer's contract terms, conditions, and applicable regulations	Regular U.S.	February 24, 2004	10/786,942	Published
01757-22037.NP.PCT	System and method for assessing a supplier's compliance with a customer's contract terms, conditions, and applicable regulations	International PCT Filing	August 27, 2004	PCT/US2004/028107	Not Converted
01757-24544.PROV	System and Method for Use of Data Points	Provisional U.S.	April 6, 2005	60/699,215	Closed
	Use of Data Points for Risk Management	U.S.	TBD		Closed
	System and Method for Using Data Points in Combination with an Interview Engine	U.S.	TBD		Closed
01757-24031	System and Method for Use of Data Points and Catalog	U.S.	TBD		On Hold
	System and Method for Determining a Risk Score for an Entity	U.S.			Awaiting Disclosure
01757-24518.CON	Server-side Scripting language and Programming Tool	Continuation U.S.	July 8, 2002	10/191,361	Closed per client request

**2. "Marks"**

01757-24030.SM	BROWZ	Service Mark	November	3,103,252	Registered
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		U.S.	24, 2004		
01757-24879.TM	BROWZ	Trademark U.S.	September 23, 2005	3,236,099	Registered
01757-25864.TM	BROWZ	Trademark U.S.	October 16, 1998	2,354,191	Supplemental Register
01757-25995.TM	T.M. Miscellaneous Design (eyes)	Trademark U.S.	August 24, 1998	2,462,177	Closed per client request
01757-25996.TM	BROWZ.COM	Trademark U.S.	August 24, 1998	2,365,403	Supplemental Register
01757-25997.TM	COMMUNITY WIDE WEB	Trademark U.S.	August 24, 1998	2,352,844	Supplemental Register

**3. Domain Names:** browz.com; browzlc.com; tdbrowz.com; browzgroup.com; browz.net; and browz.org