

**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>
Structure House, Inc.		09/20/2007	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Structure House Acquisition, LLC		
<b>Street Address:</b>	20400 Stevens Creek Road, Suite 600		
<b>City:</b>	Cupertino		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95014		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77101560	STRUCTURE HOUSECALLS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)701-4712		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	949-701-4747		
<b>Email:</b>	tawnya@trwlawgroup.com		
<b>Correspondent Name:</b>	Tawnya R Wojciechowski		
<b>Address Line 1:</b>	19900 MacArthur Blvd. Suite 1150		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	CRC/ASPEN		
<b>NAME OF SUBMITTER:</b>	Lindy M. Herman		
<b>Signature:</b>	/lmh/		
<b>Date:</b>	10/11/2007		

OP \$40.00 77101560

**Total Attachments: 3**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is made this 20th day of September, 2007 by Structure House, Inc., a company organized under the laws of the State of North Carolina, with a principal place of business at 3017 Pickett Road, Durham, North Carolina 27705-6001 ("Assignor") in favor of Structure House Acquisition, LLC, a Delaware limited liability company with a principal place of business at 20400 Stevens Creek Road, Suite 600, Cupertino, California 95014 ("Assignee")

WHEREAS, Assignor desires to transfer to Assignee all right, title and interest in and to certain intellectual property assets consisting of those trademarks, trademark applications and registrations, service marks, and service mark applications and registrations which are set forth on Exhibit "A" hereto, and any copyrights related thereto, and all common law rights created from the use or license of such assets by any person (collectively, the "Rights");

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of July 27, 2007, Assignor is selling substantially all of the assets of Assignor to Assignee, and Assignee will be a successor to the business of Assignor to which the Rights pertain;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to the Assignee all right, title and interest in and to the Rights, together with all goodwill of the business in relation to which such rights are used, including all rights, privileges and advantages thereto including without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof. Assignor further agrees to execute any further documents and take any reasonable actions which may be required to transfer and effect a valid recordal of this Assignment in any individual country or jurisdiction according to the laws thereof, which shall, at the time of execution, be considered incorporated by reference in this Assignment.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the date and year first above written.

ASSIGNOR:

ASSIGNEE:

Structure House, Inc., a company organized under the laws of the State of North Carolina

Structure House Acquisition, LLC, a Delaware limited liability company

By: 

By: \_\_\_\_\_

Print Name: GERARD J. MESANTE

Print Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

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WHEREAS, Assignor desires to transfer to Assignee all right, title and interest in and to certain intellectual property assets consisting of those trademarks, trademark applications and registrations, service marks, and service mark applications and registrations which are set forth on Exhibit "A" hereto, and any copyrights related thereto, and all common law rights created from the use or license of such assets by any person (collectively, the "Rights");

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of July 27, 2007, Assignor is selling substantially all of the assets of Assignor to Assignee, and Assignee will be a successor to the business of Assignor to which the Rights pertain;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to the Assignee all right, title and interest in and to the Rights, together with all goodwill of the business in relation to which such rights are used, including all rights, privileges and advantages thereto including without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof. Assignor further agrees to execute any further documents and take any reasonable actions which may be required to transfer and effect a valid recordal of this Assignment in any individual country or jurisdiction according to the laws thereof, which shall, at the time of execution, be considered incorporated by reference in this Assignment.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the date and year first above written.

ASSIGNOR:

Structure House, Inc., a company organized under the laws of the State of North Carolina

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

Structure House Acquisition, LLC, a Delaware limited liability company

By:  \_\_\_\_\_

Print Name: Kevin Haggan

Title: CTO

**EXHIBIT "A"**

**TRADEMARK/SERVICE MARK**

STRUCTURE HOUSECALLS  
U.S. Serial No.: 77101560  
Filed: February 7, 2007  
International Classes: 9, 38 and 44