

**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>
Robert J. Schober		11/29/2007	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ustrive2, Inc.		
<b>Street Address:</b>	1850 N Central Avenue		
<b>Internal Address:</b>	Suite 1025		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78757765	USTRIVE	
<b>Serial Number:</b>	77163915	CARTFLY	
<b>Serial Number:</b>	77145578	CARTFLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)229-5690		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	602-229-5228		
<b>Email:</b>	hbuchta@quarles.com, noehler@quarles.com		
<b>Correspondent Name:</b>	Heather L. Buchta		
<b>Address Line 1:</b>	Two North Central Avenue		
<b>Address Line 2:</b>	One Renaissance Square		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2391		
<b>NAME OF SUBMITTER:</b>	Heather L. Buchta		
<b>Signature:</b>	/Heather L. Buchta/		

CH \$90.00 78757765

Date:

11/29/2007

Total Attachments: 1

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## ASSIGNMENT OF SERVICE MARK

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Robert J. Schober, an individual ("Assignor"), hereby assigns and grants to UStrive2, Inc. with its principal place of business at 1850 N Central Ave #1025, Phoenix, AZ 85004 ("Assignee"), the Assignor's entire right, title and interest in and to the names and service marks USTRIVE, Serial No. 78-757765, CARTFLY and Design, Serial No. 77-163915, and CARTFLY, Serial No. 77-145578 (collectively, the "Marks"); as well as all state and federal trademark applications and goodwill associated with the Marks.

Assignor agrees that it shall not use the Marks, or any variation thereof, or any other intellectual property related to the name and mark in any way without prior written consent of Assignee. Assignor agrees to cooperate in a timely manner with the execution of any additional documents or acts reasonably necessary to confirm Assignee's ownership of the Marks. Assignee shall have the responsibility of prosecuting the applications for the Marks and maintaining any registrations resulting from the state and federal trademark applications for the Marks.

This Assignment may be executed in the original or by facsimile in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken, together, shall constitute one and the same instrument.

ASSIGNOR:

Robert J. Schober

By: 

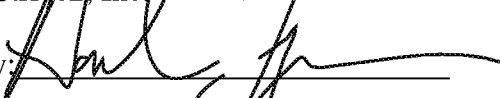
Name: Robert Schober

Title: Individual

Date: 29 November 2007

ASSIGNEE:

UStrive2, Inc.

By: 

Name: Harlan Lyons

Title: CEO

Date: 29 November 2007