

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
James A. Ray		03/13/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	James Ray International, Inc.		
Street Address:	5927 Balfour Court, Suite 104		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3185819	JOURNEY OF POWER	
Registration Number:	3062872	HARMONIC WEALTH	
Registration Number:	2579511	ENTREPRENEURIAL MINDSET	
CORRESPONDENCE DATA			
Fax Number:	(310)201-2306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(310) 553-3610		
Email:	ipmail@ggfirm.com		
Correspondent Name:	Jesse J. Saivar, Esq.		
Address Line 1:	1900 Avenue of the Stars, 21st Floor		
Address Line 2:	Greenberg Glusker		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	73507-00001		
NAME OF SUBMITTER:	Jesse J. Saivar		

CH \$90.00 3185819

Signature:

/Jesse J. Saivar/

Date:

03/25/2008

Total Attachments: 1

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SERVICE MARK ASSIGNMENT

This Assignment of Service Marks ("Assignment") is effective as of March 13, 2008 ("Effective Date").

WHEREAS, James A. Ray, an individual, having an address at 2386 Faraday Avenue, Suite 110, Carlsbad, CA 92008 ("Assignor"), is the owner of the following U.S. Service Marks and all common law rights relating thereto: Registration Number 3,185,819 for JOURNEY OF POWER, Registration Number 3,062,872 for HARMONIC WEALTH, and Registration Number 2,579,511 for ENTREPRENEURIAL MINDSET, all in International Class 41, ("Marks"); and

WHEREAS, James Ray International, Inc., a Nevada corporation, having its principal place of business at 5927 Balfour Court, Suite 104, Carlsbad CA 92008 ("Assignee"), is desirous of acquiring the Marks together with the goodwill symbolized by the Marks.

NOW, THEREFORE, in consideration for Assignee's payment to Assignor of Five Hundred Dollars (\$500), and for other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, all right, title and interest in and to the Marks (as well as any applications and/or registrations for the Marks owned by Assignor and/or Assignor's subsidiaries or principals) including, but not limited to, the registrations indicated above, together with the goodwill symbolized by said Marks and all of Assignor's rights to sue and recover for profits or damages, due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Marks or the associated goodwill.

Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee and its successors and assigns may, from time to time, reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks in the United States.

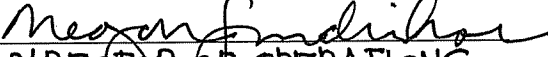
This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

ASSIGNOR:


James A. Ray

ASSIGNEE:

James Ray International, Inc.

By: 
Its: DIRECTOR OF OPERATIONS