

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michael A. Figueroa		10/03/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Swell Commerce, Inc.		
Street Address:	140 Calle Iglesia		
City:	San Clemente		
State/Country:	CALIFORNIA		
Postal Code:	92672		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3204369	THE RYDE	
CORRESPONDENCE DATA			
Fax Number:	(714)546-9035		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(714) 641-5100		
Email:	sbarricella@rutan.com		
Correspondent Name:	Susan J. Barricella		
Address Line 1:	611 Anton Boulevard, Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Susan J. Barricella		
Signature:	/Susan J. Barricella/		
Date:	10/08/2008		

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Total Attachments: 2
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of October 3, 2008 (the "Effective Date"), by and between Michael A. Figueroa ("Assignor"), an individual and U.S. citizen having an address at 34206 Sepulveda Avenue, Capistrano Beach, California 92624, and Swell Commerce, Inc. ("Assignee"), a Delaware corporation having its principal place of business at 140 Calle Iglesia, San Clemente, California 92672.

WHEREAS, Assignor owns the entire right, title and interest in and to the mark R THE RYDE and Design (the "Trademark"), as well as any and all corresponding applications and registration of the Trademark, including but not limited to U.S. Trademark Registration No. 3,204,369 and International Registration No. 000879572 designating the European Union and Australia (Trademark No. 1109293) (collectively, the "Registrations"); and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, the entire right, title and interest in and to the Trademark, together with its corresponding Registrations and all goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, hereby agree as follows:

1. Assignor hereby transfers, assigns, sets over and conveys to Assignee, the entire right, title and interest in and to the Trademark and the Registrations, as the successor to that portion of Assignor's business to which the Trademark pertains, along with all goodwill associated therewith.

2. Assignor hereby authorizes and requests that the U.S. Commissioner for Trademarks, the International Bureau of the World Intellectual Property Office, the Office for Harmonization in the Internal Market and IP Australia record Assignee as the owner of the Trademark and corresponding Registrations.

3. This Agreement is entered into by the parties contemporaneously with that certain Asset Purchase Agreement and Bill of Sale executed as of the Effective Date, and together these three documents constitute the entire agreement between the parties and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

4. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused it to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR

Michael A. Figueroa


Dated: 10/3/08

By:  _____

ASSIGNEE

Swell Commerce, Inc.

Dated: 10/03/08

By:  _____
Name: Mark Elder
Title: President