

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
Todd Duncan		02/05/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	TDG II, LLC		
Street Address:	9737 Washingtonian Blvd		
Internal Address:	Suite 100		
City:	Gaithersburg		
State/Country:	MARYLAND		
Postal Code:	20878		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3043306	HIGH TRUST SELLING	
CORRESPONDENCE DATA			
Fax Number:	(301)287-2761		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	301-287-2266		
Email:	smcvearry@ucg.com		
Correspondent Name:	Stephen W. McVeary		
Address Line 1:	9737 Washingtonian Blvd		
Address Line 2:	Suite 100		
Address Line 4:	Gaithersburg, MARYLAND 20878		
NAME OF SUBMITTER:	Stephen McVeary		
Signature:	/Stephen W. McVeary/		
Date:	01/30/2009		

OP \$40.00 3043306

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made this 5th day of February, 2008, by and between Todd Duncan, an individual resident of California ("Assignor"), and TDG II, LLC, a Maryland limited liability company ("Assignee").

RECITALS

A. Assignor has entered into an Employment Agreement with Assignee, dated February 5, 2008 (the "Employment Agreement") pursuant to which Assignor has agreed to perform certain services for Assignor and its affiliates.

B. Assignor and Assignee have entered into that certain Assignment and Assumption Agreement, dated February 5, 2008, whereby Assignee has agreed to assume certain liabilities of Assignor and certain liabilities that have been personally guaranteed by Assignor.

C. Assignor is the owner of the mark HIGH TRUST SELLING, U.S. Trademark Registration No. 3043306.

D. Assignor desires to assign and transfer to Assignee all of Assignor's right, title and interest in and to said mark together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged as satisfactory and adequate, the parties agree as follows:

1. Assignment.

Subject to Section 2 below, Assignor, for itself and its predecessors in title, if any, hereby conveys, transfers, assigns, delivers, and contributes to Assignee: (i) any and all of Assignor's right, title and interest in and to the trademark HIGH TRUST SELLING (U.S. Trademark Registration No. 3043306, the "Mark") and all goodwill of the business symbolized by the Mark; (ii) any and all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Mark, if any, including without limitation, damages and payments for past or future infringements and misappropriations of the Mark; and (iii) any and all rights to sue for past, present and future infringements or misappropriations of the Mark.

2. License.

Subject to the terms and conditions of this Agreement and the Employment Agreement, Assignee hereby grants to Assignor an exclusive, perpetual, royalty-free, fully-paid, non-transferable and non-sublicensable license, to use and display the Mark, solely in connection with the Assignor's authoring or publication of books (the "License").

3. Miscellaneous.

(a) In furtherance of this Agreement, Assignor acknowledges that, from this date forward, except with respect to the License, the Assignee has succeeded to any and all of Assignor's right, title, and standing to: (i) receive all rights and benefits pertaining to the Mark; (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Mark; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

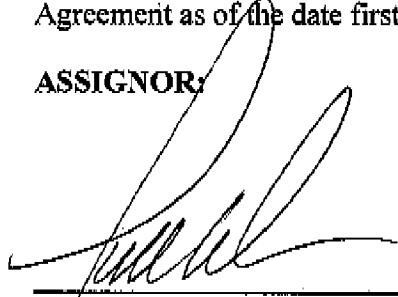
(b) Assignor hereby covenants and agrees to promptly execute, acknowledge or deliver all such other and further acts, assignments, transfers, assurances and instruments, including, but not limited to, requisite filings to be made with the United States Patent and Trademark Office, as Assignee may reasonably request in order to effectuate and perfect the assignment contemplated by this Agreement and to otherwise register and secure in Assignee's name the Mark. Assignor hereby further covenants and agrees not to directly or indirectly contest or dispute, or assist any other party (other than Assignee) to contest or dispute, Assignee's right, title and/or interest in and to the Mark.

(c) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

(d) This Agreement shall be governed by the laws of the State of Georgia without regard for its conflict of interest laws.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNOR:



Todd Duncan

ASSIGNEE:

TDG II, INC.

By: _____

Name: _____

Title: _____

TRADEMARK

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3. Miscellaneous.

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IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNOR:

Todd Duncan

ASSIGNEE:

TDG II, INC.

By: 

Name: TODD FOREMAN

Title: MANAGER OF THE SOLE MEMBER