

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
CYA Technologies, Inc.		12/31/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	enChoice Acquisitions Inc.
Street Address:	7201 W. Oakland Street
Internal Address:	Suite 2
City:	Chandler
State/Country:	ARIZONA
Postal Code:	85226
Entity Type:	CORPORATION: ARIZONA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2918280	SECURE COLLABORATION PLATFORM
Registration Number:	2946964	VIRTUAL STANDBY
Registration Number:	2886708	CYA
Registration Number:	2643149	CAPTURE YOUR ASSETS
Registration Number:	2471881	CYA

CORRESPONDENCE DATA

Fax Number: (602)229-5690
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 602-229-5228
 Email: noehler@quarles.com
 Correspondent Name: Heather L. Buchta
 Address Line 1: Two North Central Avenue
 Address Line 2: One Renaissance Square
 Address Line 4: Phoenix, ARIZONA 85004-2391

900130764

**TRADEMARK
 REEL: 003963 FRAME: 0316**

CH \$140.00 2918280

ATTORNEY DOCKET NUMBER:	124022.00007
NAME OF SUBMITTER:	Heather L. Buchta
Signature:	/Heather L. Buchta/
Date:	04/01/2009
Total Attachments: 5 source=enChoice Assignment#page1.tif source=enChoice Assignment#page2.tif source=enChoice Assignment#page3.tif source=enChoice Assignment#page4.tif source=enChoice Assignment#page5.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment"), dated February 4, 2009, to be effective as of December 31, 2008, made and entered into by and between enChoice Acquisitions Inc., an Arizona corporation ("Assignee"), and CYA Technologies, Inc, a Delaware corporation ("Assignor") (and each of the Assignor and the Assignee a "Party," and collectively, the "Parties"). Capitalized terms not defined herein shall have the meanings given to them in the Asset Purchase Agreement, effective as of December 31, 2008, by and among Assignee, Assignor and enChoice, Inc., an Arizona corporation (the "Purchase Agreement").

RECITALS

WHEREAS, pursuant to the Purchase Agreement, the Assignee, among other things, has agreed to acquire all right, title and interest of the Assignor in and to the Purchased Assets, including all Intellectual Property Assets of Assignor, which include, but are not limited to, all of Assignor's rights, title and interest in all Software, Marks and Domain Names identified on Schedules 5.22(e), (f) and (h) of the Purchase Agreement and the Products; and

WHEREAS, the Parties agreed to enter into this Assignment pursuant to which the Assignor shall assign to Assignee all of the Assignor's right, title and interest in and to the Intellectual Property Assets.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Assignment. The Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Intellectual Property Assets, including without limitation, Software, Marks, Copyrights, Trade Secrets, and Domain Names including the goodwill associated with such Intellectual Property Assets and all common law rights therein and applications to register therefor and all income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto (except for the Excluded Assets being retained by Assignor), and all rights of actions and damages for any infringements occurring prior to or after the date of this Assignment. Following such assignment, Assignee may exploit the intellectual property rights in the Intellectual Property Assets in any manner which it believes is reasonable, including having third parties exercise its rights, subject to Assignor's rights as a secured party.

2. Recordation of Patents, Trademarks and Copyrights. If the Assignee elects to record this Assignment with the U.S. Patent & Trademark Office, U.S. Copyright Office or applicable state or non-United States governmental or international authorities or registries, the Assignee shall bear all costs and fees associated with such recording. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States,

Register of Copyrights of the United States and any official of any state or non-United States country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Intellectual Property Assets to the Assignee.

3. Assistance. Assignor agrees that, on and after the date of this Assignment and upon request and without further compensation (except reimbursement of reasonable out-of-pocket costs of compliance herewith), Assignor will, and will take reasonable actions to cause Assignor's legal representatives and assigns to, do all lawful acts as are consistent with the provisions of this Assignment, including the execution of papers and the giving of truthful testimony, that may be necessary or reasonably requested by Assignee for obtaining, sustaining, maintaining, renewing and enforcing the rights in the Intellectual Property Assets conveyed hereby, and for recording and maintaining the right and title conveyed to Assignee herein, and Assignee's successors and assigns. In the event that Assignee is unable after reasonable attempt to secure Assignor's signature to any document in connection with the foregoing, Assignor hereby appoints Assignee as the Assignor's true and lawful attorney in fact, with full power of substitution and re-substitution, in whole or in part, in the name and stead of Assignor, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Arizona applicable to contracts executed in and to be performed entirely within that State. All actions arising out of or relating to this Assignment shall be heard and determined exclusively as provided in Section 9.12 of the Purchase Agreement.

5. Transfer of Obligations. This Assignment shall be binding upon the Parties and their respective heirs, legal representatives, successors and assigns. Assignor may not assign its obligations under this Assignment.

6. Notices. All notices, consents, waivers and other communications required or permitted by this Assignment shall be in writing and shall be deemed given to a Party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a Party may designate by notice to the other Parties):

Assignor:	CYA Technologies, Inc.
Attention:	Wayne Crandall
	4 Research Drive
	Shelton, CT 06484
Fax No.:	(203) 513-3139

with a mandatory copy to: Sherin and Lodgen LLP
Attention: Steven D. Eimert
101 Federal Street
Boston, MA 02110
Fax No.: (617) 646-2222

Assignee: enChoice Acquisitions Inc.
Attention: Antony G. White
7201 W. Oakland Street, Suite 2
Chandler, AZ 85226
Fax No.: _____

with a mandatory copy to: Quarles & Brady LLP
Attention: Jacque N. Westling, Esq.
One Renaissance Square
Two N. Central Avenue
Phoenix, AZ 85004
Fax no.: (602) 229-5690

Notice of change of address shall be given by written notice in the manner set forth in this Section 6.

7. Severability. In the event that any provision of this Assignment shall be held unenforceable or invalid, such provision shall be amended and interpreted so as to best accomplish the economic objectives of the original provision. The other parts of this Assignment shall remain in full force and effect.

8. Counterparts. This Assignment may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

9. Further Assurances. The Assignor covenants and agrees that it will, upon the reasonable request of the Assignee and at the Assignee's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by the Assignee, and take, or cause to be taken, all actions, that may be necessary or desirable to perfect the assignment, transfer and conveyance of the Intellectual Property Assets.

IN WITNESS WHEREOF, the Parties have executed this Assignment of Intellectual Property Assets to be made effective as of the date first written above.

ASSIGNOR:

ASSIGNEE:

CYA TECHNOLOGIES, INC.

ENCHOICE ACQUISITIONS INC.

By: [Signature]
Name: Wayne Candall
Title: President & CEO

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200____, by _____, _____ of enChoice Acquisitions Inc.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

STATE OF CT)
) ss.
County of Southern)

The foregoing instrument was acknowledged before me this 31 day of December, 2008 by President of CYA Technologies, Inc.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]

Notary Public

My commission expires:

EVA M. ROMERO
NOTARY PUBLIC
State of Connecticut
My Commission Expires
March 31, 2011

Signature Page of Assignment of Intellectual Property Assets]

IN WITNESS WHEREOF, the Parties have executed this Assignment of Intellectual Property Assets to be made effective as of the date first written above.

ASSIGNOR:

ASSIGNEE:

CYA TECHNOLOGIES, INC.

ENCHOICE ACQUISITIONS INC.

By: _____
Name: _____
Title: _____

By: Mary Pusateri
Name: Mary Pusateri
Title: Secretary

STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 23 day of January, 2009, by Mary Pusateri of enChoice Acquisitions Inc.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Clinton Van De Water
Notary Public

My commission expires:
February 2, 2011



STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 200____, by _____ of CYA Technologies, Inc.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

[Signature Page of Assignment of Intellectual Property Assets]

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