

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
The Chip Merchant, Inc.		01/01/2001	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Helix Software Technologies, Inc.		
<b>Also Known As:</b>	AKA Helix Technologies		
<b>Street Address:</b>	3940 Ruffin Rd #E		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92123		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1682683	HELIX	
<b>Serial Number:</b>	75877059	HELIX RADE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)782-6494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-782-6495		
<b>Email:</b>	daniel@keganlaw.com		
<b>Correspondent Name:</b>	Daniel Kegan		
<b>Address Line 1:</b>	79 W Monroe St #1320		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603-4969		
<b>ATTORNEY DOCKET NUMBER:</b>	106,009,358		
<b>NAME OF SUBMITTER:</b>	Daniel Kegan		
<b>Signature:</b>	/daniel kegan/		

OP \$65.00 1682683

Date:

04/01/2009

**Total Attachments: 3**

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**BILL OF SALE AND GENERAL ASSIGNMENT**

THIS BILL OF SALE AND GENERAL ASSIGNMENT is effective as of January 1, 2001, between HELIX SOFTWARE TECHNOLOGIES, INC., a California corporation ("Assignee"), and THE CHIP MERCHANT, INC., a California corporation ("Assignor"). Capitalized terms have the meanings set forth in Section 2 or elsewhere in this Bill of Sale and General Assignment.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Assets. As used herein, the term "Assets" shall mean and include all of Assignor's assets, properties, rights, privileges and goodwill relating to or associated exclusively with Assignor's Helix division, of every kind and nature, tangible and intangible, real and personal, absolute or contingent and wheresoever located, other than the Excluded Assets. The Assets shall include, without limitation, all of Assignor's right, title and interest in and to the following as they exist on January 1, 2001, and as thereafter accrued to, and acquired by, Assignor's Helix division until the date hereof but shall not include any of the following to the extent consisting of the Excluded Assets:

(a) Other than as disposed of in the ordinary course of business, all inventory, compact discs, supplies, stores, packaging materials and stationery;

(b) All furniture, machinery, tools, equipment, fixtures, leasehold improvements, computer hardware and other tangible personal property which is owned and used solely in connection with the Helix division, together with all warranties thereon;

(c) All accounts receivable which have not been paid prior to the date hereof, whether trade or non-trade, billed or unbilled or in the form of notes receivable, and whether assigned or factored, through and to the date hereof;

(d) All licenses for and other rights to visual work, including, but not limited to, artwork and promotional brochures, and all copyrights and copyright registrations and applications therefor, including any renewals of the foregoing, including, without limitation, such copyrights and copyright registrations which are identified, listed or included in the Books and Records;

(e) All trade names, trade styles, trademarks, displays, brand names, symbols, color arrangements, designs and logos, and all variations thereof, and any and all applications therefor, and all U.S. federal, state, foreign and other registrations and applications thereof in all classes;

(f) All discoveries, inventions, patent applications and patents (including any divisional, continuation, continuations in part, reexaminations and reissue patents as may be issued with respect thereto), and any and all improvements, enhancements and modifications thereto; technology, information and know-how, including, without limitation, processes, designs, methods, specifications, computer software, user documentation, manuals and licenses therefor; goodwill, marketing techniques, materials and plans, trade secrets, prices, fees and costs; lists of clients, customers, suppliers and service providers and telephone numbers.

(g) All data, books, records and files, in whatever form, relating to the Assets, including, without limitation, those relating to Assignor's agreements included in the Assets, blueprints, plans and specifications, health, safety and environmental controls, sales, accounting and financial matters, maintenance, plans and designs, and buildings, premises, equipment and other facilities (the "Books and Records");

(h) All (i) cash, petty cash and money on deposit with banks and similar institutions; and (ii) prepaid expenses, prepaid insurance, deposits, refunds and other similar items; and

(i) All work-in-process, leases, other assets and properties used in connection with the management, operation and control of the Helix division.

2. As used herein, the following terms shall have the following meanings:

(a) "Helix division" shall mean the Helix Division of Assignor, including the development, distribution and marketing of that certain software known as "Helix" and related applications, with its principal place of business located at 3940 Ruffin Road, San Diego, California 92123.

(b) "Excluded Assets" shall mean any of the following assets, which assets shall remain the exclusive property of Assignor:

(i) All of Assignor's books, records and files which do not relate solely to the ownership, operation and/or maintenance of the Assets and/or the Helix division, and all of Assignor's corporate minute books, minutes, stock records, tax returns and financial statements, as well as agreements, documents and other similar materials relating in any manner to aspects of Assignor's business other than the Helix division; and

(ii) All of Assignor's tangible and intangible assets and property rights relating in any manner to aspects of Assignor's business other than the Helix division.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Bill of Sale and General Assignment or have caused this Bill of Sale and General Assignment to be duly executed on its behalf as of the date first written above.

Assignor:

Assignee:

THE CHIP MERCHANT, INC.,  
a California corporation,

HELIX SOFTWARE  
TECHNOLOGIES, INC.,  
a California corporation

By Brown  
Its President

By Brown  
Its President