

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
Branchnext, Inc.		11/17/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Airlink Travel Automation, Inc.		
Doing Business As:	DBA Airlink Systems		
Street Address:	555 Round Rock West Drive, Suite 205		
City:	Round Rock		
State/Country:	TEXAS		
Postal Code:	78681		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3687037	TRACK THIS	
CORRESPONDENCE DATA			
Fax Number:	(512)853-8801		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	512-853-8800		
Email:	dkgpto@intprop.com		
Correspondent Name:	Dwayne K. Goetzel		
Address Line 1:	P.O. Box 398		
Address Line 4:	Austin, TEXAS 78767-0398		
ATTORNEY DOCKET NUMBER:	5926-00200		
NAME OF SUBMITTER:	Dwayne K. Goetzel		
Signature:	/Dwayne K. Goetzel/		
Date:	11/18/2009		

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Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of the date indicated below by and between Branchnext, Inc. ("ASSIGNOR"), and Airlink Travel Automation, Inc. d/b/a Airlink Systems ("ASSIGNEE").

I. BACKGROUND

A. ASSIGNOR is the owner of the trademark application, U.S. Serial No. 77/481,685 (now U.S. Registration No. 3,687,037), for the mark TRACK THIS, and any and all trade dress associated therewith ("the Mark"), together with the goodwill of the business symbolized thereby in connection with the goods and services on which, or in conjunction with which, the Mark is used; and

B. In connection with the settlement agreement between ASSIGNOR and ASSIGNEE, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its worldwide right, title, and interest in and to the Mark.

NOW, THEREFORE, ASSIGNOR and ASSIGNEE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

II. AGREEMENT

2.1 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR's worldwide right, title, and interest in and to the Mark, together with (1) the goodwill in and to the Mark, and for which the Mark is used, and for which it is registered or for which registration applications have been filed (any goodwill created in Branchnext's business as a function of Branchnext exercising its rights hereunder shall belong to Branchnext); and (2) all rights to sue for past, present, and future infringements or misappropriations of the Mark.

2.2 ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights in the trade dress, labels, and designs associated with the Mark.

2.3 ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Mark.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, as of the last day and year written below.

ASSIGNOR:

Branchnext, Inc.

Signature: _____



Printed Name: Ron Bouganim

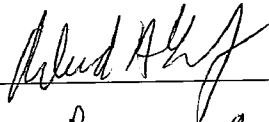
Title: Director

Date: October 15, 2009

ASSIGNEE:

Airlink Travel Automation, Inc.

Signature: _____



Printed Name: _____

RICCARDO A GINTZ

Title: _____

PRESIDENT

Date: _____

11/17/09