

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		General Assignment of Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Compass Bank		10/09/2009	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Identity Management Corp.		
Street Address:	506 Usher St.		
City:	Pageland		
State/Country:	SOUTH CAROLINA		
Postal Code:	29728		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76129613	CHADSWORTH & HAIG	
CORRESPONDENCE DATA			
Fax Number:	(602)382-6070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602-382-6000		
Email:	lfraley@swlaw.com		
Correspondent Name:	R. Lee Fraley, Esq.		
Address Line 1:	Snell & Wilmer LLP		
Address Line 2:	400 E Van Buren St		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	57293.0001		
NAME OF SUBMITTER:	R. Lee Fraley		
Signature:	/R. Lee Fraley/		
Date:	11/24/2009		

CH \$40.00 76129613

Total Attachments: 4

source=GENERALASSIGNMENT#page1.tif

source=GENERALASSIGNMENT#page2.tif

source=GENERALASSIGNMENT#page3.tif

source=GENERALASSIGNMENT#page4.tif

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "Assignment") is made as of this 9th day of October, 2009, by **COMPASS BANK**, an Alabama corporation ("Assignor") in favor of **IDENTITY MANAGEMENT CORP.**, a North Carolina corporation ("Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Loan Sale Agreement dated October 9th, 2009, (the "Loan Sale Agreement") whereby Assignor agrees to convey to Assignee all of Assignor's right, title and interest in and to the Loans and the Loan Documents (as defined in the Loan Sale Agreement) that are described on Exhibit 1 hereto. Assignee agrees to accept the Loans on the terms and conditions stated in the Loan Sale Agreement.

B. Pursuant to the Loan Sale Agreement, Assignor desires to execute this Assignment in favor of Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

(a) **Definitions.** Capitalized terms used but not defined herein shall have the same meaning as set forth in the Loan Sale Agreement.

(b) **Assignment.** Assignor hereby sells, assigns, transfers and conveys to Assignee, without any representation, warranty or recourse other than as specifically provided for in the Loan Sale Agreement, all of Assignor's right, title and interest in and to all of the notes and the Loans evidenced by the notes, including any and all guaranties and collateral and other security for the Loans, with such documents and security interests more fully described on Exhibit 1 hereto.

(c) **Successors.** This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

(d) **Governing Law.** This Assignment shall be governed by the laws of the State of Arizona.

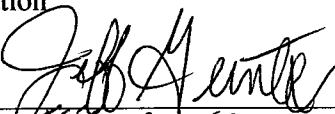
(e) WAIVER OF JURY TRIAL. SELLER AND BUYER BOTH IRREVOCABLY WAIVE ANY AND ALL RIGHT EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS ASSIGNMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS ASSIGNMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. EACH OF THE SELLER AND THE BUYER ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

(f) Construction. Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such noun or pronoun and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

Assignor:

COMPASS BANK, an Alabama banking corporation

By: 
Name: JEFF GUTER
Its: VICE PRESIDENT

Assignee:

IDENTITY MANAGEMENT CORP., a North Carolina corporation

By: _____
Name: David Peterson
Its: President

(e) WAIVER OF JURY TRIAL. SELLER AND BUYER BOTH IRREVOCABLY WAIVE ANY AND ALL RIGHT EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS ASSIGNMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS ASSIGNMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. EACH OF THE SELLER AND THE BUYER ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

(f) Construction. Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such noun or pronoun and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

Assignor:

COMPASS BANK, an Alabama banking corporation

By: _____
Name: _____
Its: _____

Assignee:

IDENTITY MANAGEMENT CORP., a North Carolina corporation

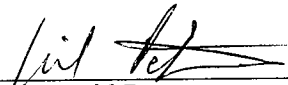
By:  _____
Name: David Peterson
Its: President

EXHIBIT 1

(SCHEDULE OF PURCHASED LOAN DOCUMENTS TO GENERAL ASSIGNMENT)

All Loan Documents (as defined in the Sale Agreement) arising from a loan in the original principal amount of \$750,000.00 made on or about August 1, 2006, by Compass Bank to **CHADSWORTH & HAIG, INC.**, a Nevada corporation, including but not limited to all loan agreements, promissory notes, deeds of trust, security agreements, UCC Financing Statements, guaranty agreements and all other Loan Files (as defined in the Sale Agreement), and also including but not limited to all amendments and modifications thereto.

All Loan Documents (as defined in the Sale Agreement) arising from a loan in the original principal amount of \$600,000.00 made on or about August 1, 2006, by Compass Bank to **CHADSWORTH & HAIG, INC.**, a Nevada corporation, including but not limited to all loan agreements, promissory notes, deeds of trust, security agreements, UCC Financing Statements, guaranty agreements and all other Loan Files (as defined in the Sale Agreement), and also including but not limited to all amendments and modifications thereto.

Exhibit 1