

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
Tradeware Global LLC	FORMERLY Tradeware Systems LLC	12/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Tradeware Global Corp.		
Street Address:	40 Wall Street		
Internal Address:	36th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3008597		
Registration Number:	3010637	TRADEWARE	
Registration Number:	3062181	TRADEWARE	
Registration Number:	3062182	TRADEWARE	
CORRESPONDENCE DATA			
Fax Number:	(212)344-4292		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jamattoon@fmew.com		
Correspondent Name:	John A. Mattoon		
Address Line 1:	Wall Street Plaza		
Address Line 2:	23rd Floor		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	1820-5		

OP \$115.00 3008597

NAME OF SUBMITTER:	John A. Mattoon, Esq.
Signature:	/John A. Mattoon/
Date:	12/29/2009
Total Attachments: 2 source=TM Assignment#page1.tif source=TM Assignment#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Agreement, made and entered into as of the 29th day of December, 2009 (the "Effective Date") by and between Tradeware Global LLC, a limited liability company duly organized and existing under the laws of Delaware, and having its principal office at 40 Wall Street, New York, New York 10005 (hereinafter referred to as the "Assignor") on the one hand, and Tradeware Global Corp., a corporation duly organized and existing under the laws of Delaware, and having its principal office at 40 Wall Street, New York, New York 10005 (hereinafter referred to as the "Assignee"), on the other.

WITNESSETH:

WHEREAS, the Assignor is the owner of all rights, titles and interests in and to the Trademarks, as hereinafter defined, and represents that it has the right to assign said Trademarks to the Assignee; and

WHEREAS, the Assignee now desires to obtain the Assignor's entire rights, titles and interests in and to said Trademarks and the Assignor is willing to transfer the same to the Assignee upon such terms and conditions as are hereinafter set out;

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

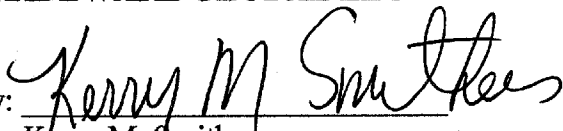
1. For the purpose of this Agreement, "Trademarks" shall mean all trademarks registered with the United States Patent and Trademark Office by the Assignor, including but not limited to the following registration numbers and registration dates (in parentheses): 3008597 (Oct. 25, 2005), 3010637 (Nov. 1, 2005), 3062181 (Feb. 28, 2006), 3062182 (Feb. 28, 2006), including all continuations, continuations-in-part, divisions, extensions, reissues, and re-examinations thereof, as well as any and all future trademarks that derive from but don't infringe on the aforementioned Trademarks.
2. In return for good and valuable consideration received, the Assignor hereby agrees to assign and transfer to the Assignee all rights, titles and interests in and to the Trademarks.
3. This Agreement shall be binding upon and shall inure to the benefit of each of the parties, their representatives, successors and assigns.
4. The Assignor warrants and represents that the Assignor has full power and right to assign the Trademarks, as provided herein, without any lien, mortgage or encumbrance, and that the Assignor has not granted any license under the Trademarks to any third party or previously assigned any rights in the Trademarks to any third party.
5. This Agreement sets forth the entire and only agreement between the parties hereto on the

subject matter herein, and supersedes and cancels all previous discussions, agreements and commitments between them. This Agreement may not be amended except by an instrument in writing signed by a duly authorized officer or representative of each of the parties hereto.

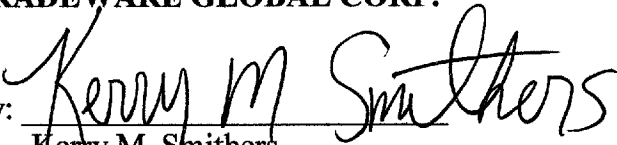
6. The Assignee shall hold harmless and indemnify the Assignor for any liability arising out of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer or representative.

TRADEWARE GLOBAL LLC

By: 
Kerry M. Smithers
Member

TRADEWARE GLOBAL CORP.

By: 
Kerry M. Smithers
Director and Majority Shareholder