

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
Equiscape Corporation		01/31/2010	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	LenderLive Network, Inc.		
Street Address:	4500 Cherry Creek Drive South		
Internal Address:	Suite 200		
City:	Glendale		
State/Country:	COLORADO		
Postal Code:	80246		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3081896	EORIGINATOR	
CORRESPONDENCE DATA			
Fax Number:	(303)223-8048		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303.223.1248		
Email:	akrause@bhfs.com		
Correspondent Name:	Ashley Krause		
Address Line 1:	410 Seventeenth Street		
Address Line 2:	Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	9744.15 2/23/10 DRS		
NAME OF SUBMITTER:	Ashley Krause		
Signature:	/ashleykrause/		

OP \$40.00 3081896

Date:

02/23/2010

Total Attachments: 6

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ASSIGNMENT

This Assignment ("Assignment") is effective this ^{24th} day of January, 2010 (the "Effective Date"), by and between Equiscape Corporation, an Oregon corporation with offices at 8995 NE Dog Ridge Road, Newberg, Oregon 97132 ("Assignor"), and LenderLive Network, Inc., a Tennessee corporation with offices at 4500 Cherry Creek Drive South, Suite 200, Glendale, Colorado 80246 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks set forth in Exhibit A hereto (the "Marks"), together with the goodwill of the business symbolized thereby in connection with the services with which the Marks are used, and also is the owner of the domain name registrations set forth in Exhibit B hereto, together with all intellectual property rights and other proprietary rights based on those domain names (the "Domain Names");

WHEREAS, Assignor desires to convey, transfer, assign, and deliver to Assignee all of its right, title, and interest in and to the Marks and the Domain Names.

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

1. ASSIGNMENT

Assignor hereby sells, assigns, and sets over to Assignee, any and all rights that Assignor may have throughout the world in and to the Marks and the Domain Names (collectively, the "Originator IP"), and the applications and registrations therefor and all common law rights and rights of registration and renewal thereof, together with the portion and goodwill of the business to which the Marks pertain and which are symbolized by the Marks, throughout the world, along with the right to recover for damages and profits for any past, present, or future infringements thereof.

Assignor acknowledges that subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to the Originator IP and shall take no actions jeopardizing the existence or enforceability of the Originator IP or Assignee's rights therein. Assignor will not adopt or use or register or seek to register any name or mark or domain name anywhere in the world which is identical in word or design to the Originator IP or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

2. COOPERATION BY ASSIGNOR

Assignor agrees to assist Assignee in every legal way to evidence, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, to execute and file any such document or documents and to do all other

lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

Assignor agrees to assist Assignee in every legal way to consummate the transfer of the Domain Names to Assignee. Assignor agrees to cooperate with Assignee and to follow the reasonable instructions of Assignee and GoDaddy.com, Inc. in order to effectuate the transfer of the Domain Name registrations to Assignee. Specifically, Assignor shall prepare and transmit the necessary paper work and/or correspond with GoDaddy.com, Inc. to authorize transfer of the Domain Names.

3. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants to Assignee that: (a) Assignor was the sole owner of all rights, title and interest in the Eoriginator IP, (b) Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered the Eoriginator IP or agreed to do so, (c) Assignor has full power and authority to enter into this Assignment and to make the assignments set forth herein, and that the performance of its obligations under this Agreement will not violate any Agreement between them and any other person, firm or organization, (d) no claim or demand of any person has been made nor is there any proceeding that is pending, or to the knowledge of Assignor after due inquiry, threatened, nor is there a reasonable basis therefor, which (i) challenges the rights of Assignor with respect to any of the Eoriginator IP, (ii) asserts that Assignor is infringing or is otherwise in conflict with, or is, required to pay any royalty, license fee, charge or other amount with regard to any of the Eoriginator IP, or (iii) claims that any default exists under any agreement or arrangement, and (e) none of the Eoriginator IP is subject to an outstanding order, ruling, decree, judgment or stipulation by or with any court, arbitrator, or administrative agency, or has been the subject of any litigation within the last five years, whether or not resolved in favor of Assignor.

4. CONSIDERATION

In consideration for the Assignment of the Eoriginator IP, and the Assignor's representations and warranties, Assignee agrees to pay Assignor the amount of **REDACTED** **REDACTED** within three (3) business days of the date on which the transfer of the Domain Names to Assignor is reflected in the WHOIS database and the records of Assignor's domain name registrar.

5. ENTIRE AGREEMENT/AMENDMENT

This Assignment contains the complete and entire agreement between the parties hereto and supersedes any and all prior oral or written agreements and understandings, and may not be waived, amended or modified except by written agreement signed by the parties hereto.

6. CONSTRUCTION

The parties to this Assignment acknowledge that each has had the opportunity to consult with legal counsel of their own choosing. The parties therefore agree that the Rule of Construction which provides that ambiguities in a contract shall be construed against the drafter

shall not apply to this Assignment and the parties waive any such defense as to the terms of this Assignment.

7. GOVERNING LAW

This Assignment will be governed by and construed in accordance with the laws of the State of Colorado without regard to that state's conflicts of law analysis. Except for legal proceedings concerning only Section 4 of this Agreement, each of the parties to this Agreement hereby irrevocably and unconditionally submits to the jurisdiction of the United States District Court for the District of Colorado for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby, and agrees not to commence any legal proceedings related thereto except in such court. For legal proceedings concerning only Section 4 of this Agreement, each of the parties to this Agreement hereby irrevocably and unconditionally submits to the jurisdiction of the United States District Court for the District of Oregon and agrees not to commence any legal proceedings related thereto except in such court. Service of process in any such proceeding may be made by certified mail, return receipt requested, or its international equivalent, directed to the respective party at the address set forth above. Each of the parties to this Agreement irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any proceeding brought in any such court or any claim that a legal proceeding commenced in such court has been brought in an inconvenient forum.

8. COUNTERPARTS/FACSIMILE

This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Assignment is executed in counterparts, no signatory hereto shall be bound until each of the parties named below has duly executed or caused to be duly executed a counterpart of this Assignment. A signature on a copy of this Assignment received by either party by facsimile or electronic mail is binding upon the other party as an original. Both parties agree that a photocopy of such Agreement by facsimile or electronic mail may also be treated by the parties as a duplicate original.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date set forth above.

LENDER LIVE NETWORK, INC.

By: [Signature]

Name: Kevin Sigman

Its: President

EQUISCARE CORPORATION

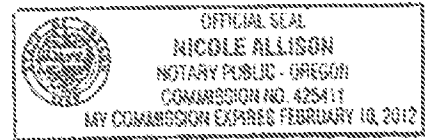
By: [Signature]

Name: Jason Wilson

Its: Owner, President

STATE OF OREGON)

COUNTY OF Deschutes) ss.



On Jan 22 2010 before me, Nicole Allison, Notary Public, personally appeared Jason Wilson, personally known to me, or who proved to me on the bases of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: Feb 10, 2012

[Signature]
Notary

Signature Page to Assignment

EXHIBIT A

MARKS


Mark	U.S. Registration No.
EORIGINATOR	N/A
 The logo features a stylized lowercase 'e' with a registered trademark symbol (®) to its upper left, followed by the word 'ORIGINATOR' in a bold, uppercase, serif font.	3081896

EXHIBIT B

DOMAIN NAMES

Domain Name	Assignor's Registrar
EORIGINATOR.COM	GoDaddy.com, Inc.
EORIGINATOR.NET	GoDaddy.com, Inc.