

**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>
Larry Miller		07/12/2006	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trax-IP, LLC		
<b>Street Address:</b>	7077 E. Marilyn Road		
<b>Internal Address:</b>	Bldgs 1 and 2		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85254		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1782047	TRAX	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(866)642-6260		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jbrownell@jeffreyneu.com		
Correspondent Name:	Jeffrey C. Neu		
Address Line 1:	318 Newman Springs Road		
Address Line 4:	Red Bank, NEW JERSEY 07701		
ATTORNEY DOCKET NUMBER:	ASSIGNMENT-TRAX		
NAME OF SUBMITTER:	Jessamyn Brownell		
Signature:	/jessamyn brownell/		
Date:	06/17/2010		

OP \$40.00 1782047

Total Attachments: 2

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## ASSIGNMENT OF TRADE-MARKS

WHEREAS, Larry Miller, residing at 10887 E. Gold Dust Avenue, Scottsdale, AZ 85259, USA, (the "Assignor"), is the owner of the trade-mark TRAX registered in the United States under the number 1,782,047 (the "Trade-mark");

AND WHEREAS the assignment of trade-mark between Larry Miller and Miller IP, LLC dated May 27, 2003 and recorded with the United States Trade-marks Office on July 1st, 2003 was an error;

AND WHEREAS the subsequent assignment of trade-marks between Larry Miller d.b.a. LAM Consulting and Trax IP, LLC dated January 30, 2004 and recorded with the United States Trade-marks Office on January 30, 2004 is void;

AND WHEREAS, Trax-IP, LLC, the full post office address of whose principal office or place of business is 7077 E. Marilyn Road, Bldgs 1 and 2, Scottsdale, AZ 85254, USA (the "Assignee"), is desirous of acquiring from the Assignor the whole right, title and interest in and to the Trade-mark together with the goodwill of the business carried on in association with the Trade-mark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Assignor confirms that the Assignor has sold, assigned and transferred and by these presents does sell, assign and transfer unto the Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to the Trade-mark and the goodwill of the business carried on in association with the Trade-mark, together with the right to take action and recover damages in respect of any passing off, infringement or other violation of trade-mark rights that took place prior to the date of this Agreement.

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EXECUTED in Arizona this 12<sup>th</sup> day of July, 2006.

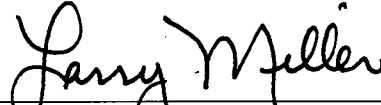


\_\_\_\_\_  
LARRY MILLER

EXECUTED in Arizona this 12<sup>th</sup> day of July, 2006.

TRAX-IP, LLC

By:



Name: LARRY MILLER

Title: PRESIDENT  
MANAGER