

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	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>
CertiClear, LLC	FORMERLY Silver Nation, LLC	05/20/2010	LIMITED LIABILITY COMPANY: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SeniorChecked, Inc.		
<b>Street Address:</b>	6931 Arlington Road, Suite 308		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77494517	SENIORCHECKED	
<b>Serial Number:</b>	77494512	SENIOR CHECKED	
<b>Serial Number:</b>	77494504	SENIORCHECKED	
<b>Serial Number:</b>	77494489	SENIOR CHECKED	
<b>Registration Number:</b>	3800165	SENIOR CHECKED	
<b>Registration Number:</b>	3796372	SENIORCHECKED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(301)656-2243		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	301-656-1082		
<b>Email:</b>	mhansan@certiclear.com		
<b>Correspondent Name:</b>	CertiClear, LLC		
<b>Address Line 1:</b>	6931 Arlington Road, Suite 308		
<b>Address Line 4:</b>	Bethesda, MARYLAND 20814		

**OP \$165.00 77494517**

NAME OF SUBMITTER:	Mark Hansan
Signature:	/Mark Hansan/
Date:	06/22/2010
Total Attachments: 4 source=DOC062210#page1.tif source=DOC062210#page2.tif source=DOC062210#page3.tif source=DOC062210#page4.tif	

# INTELLECTUAL PROPERTY AND TECHNOLOGY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY AND TECHNOLOGY ASSIGNMENT AGREEMENT (the "*Agreement*") is made and entered into as of May 20, 2010 (the "*Effective Date*"), by and between CERTICLEAR, LLC (the "*Assignor*"), a Maryland limited liability company, and SENIORCHECKED, INC. (the "*Company*"), a Delaware corporation. The parties hereto agree as follows:

## AGREEMENT

1. Assignor hereby irrevocably assigns, sells, transfers and conveys to the Company all right, title and interest, on a worldwide basis, in and to all copyrights, trademarks (including all goodwill associated therewith), trade secrets, patents, patent applications, moral rights, domain names, and other intellectual property and technology owned or controlled by the Assignor, including, without limitation, the items described in Exhibit A attached hereto, and the right to sue for and collect damages for the past, present and future infringement of any of the foregoing (collectively, the "*Property*"). In consideration for the transfer of the Property, the Company shall grant to Assignor Two Million Four Hundred Fifty Thousand (2,450,000) shares of its Common Stock pursuant to the Founder Stock Purchase Agreement dated of even date herewith (the "*Founder Stock Purchase Agreement*"). Assignor hereby acknowledges that, other than as expressly provided for in the License Agreement by and between the Assignor and the Company dated of even date herewith (the "*License Agreement*"), it retains no right to use the Property and agrees not to challenge the validity of the Company's ownership of the Property.

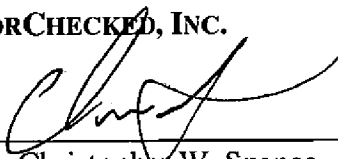
2. Other than the Property, no other Assignor assets are transferred or assigned to the Company. Assignor retains, and is solely responsible for paying, performing and discharging when due all of its contracts and all of its liabilities, none of which is assigned to, or assumed by, the Company. The Company has no responsibility or liability for any of Assignor's liabilities or contracts. Assignor shall retain the right to all revenue from any such contracts and the Company shall have no right or interest therein.

3. Upon each request by the Company, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts at the Company's expense as the Company may deem necessary to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, extended, re-examined or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Property, in the Company's name and for its benefit. In the event the Company is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and on its behalf to

IN WITNESS WHEREOF, the undersigned have executed this **INTELLECTUAL PROPERTY AND TECHNOLOGY ASSIGNMENT AGREEMENT** as of the date set forth above.

**SENIORCHECKED, INC.**

By: \_\_\_\_\_



Christopher W. Spanos  
Chief Executive Officer

**CERTICLEAR, LLC**

By: \_\_\_\_\_



Name: MARK HANSEN

Title: President & CEO

## EXHIBIT A

### DESCRIPTION OF TECHNOLOGY

#### Domain Names:

- homechecked.com
- searchandverify.com
- senior-checked.com
- seniorchecked.co.uk
- seniorchecked.com
- seniorchecked.net
- seniorchecked.org
- seniorcheckednetwork.com
- servicechecked.com
- servicechecked.net
- vendorchecked.com
- silvernation.com
- silvernation.net
- manageonmyown.com
- manageonmyown.net
- manageonmyown.org
- uschecked.com

#### Patents:

Jurisdiction	Serial Number/ Filing Date	Patent Number/ Date Issued	Patent Title	Owner/Assignor Name	Status (e.g., published, granted, lapsed, application, etc.)
United States	61/075,780 June 26, 2008  (Pub. No. 20090327006)		System, Method and Computer Program Product for Authentication, Fraud Prevention, Compliance Monitoring, and Job Reporting Programs and Solutions for Service Providers	CertiClear, LLC	Pending

**Trademarks:**

<b>Mark</b>	<b>Country</b>	<b>Application Number/ Application Date</b>	<b>Registration Number/ Registration Date</b>	<b>Status (e.g., Application Pending, Registered, etc.)</b>
(4) Standard Character Mark	U.S.	77494517		Pending
(3) Design Plus Words, Letter, And/Or Numbers	U.S.	77494512		Pending
(4) Standard Character Mark	U.S.	77494504		Pending
(3) Design Plus Words, Letter, And/Or Numbers	U.S.	77494489		Pending

**Business Data and Information:**

- SeniorChecked client list
- All business and customer data and information relating to Senior Shield (to be provided upon the termination of agreement with Senior Shield Inc.)

**Other Intellectual Property:**

- Source code for public.seniorchecked.com;
- Source code for seniorchecked.com including internal management and business portal;
- Source code for “search and verify” tool bar/navigation;
- Source code for One Invoice/Manage On My Own platform
- Web graphics, downloadable images, marketing materials within Web site;
- Senior-related, proprietary content on Web site;
- Other consumer content on Web site;
- SeniorChecked standards and documentation;
- All trade secrets and other confidential information relating to SeniorChecked;
- Internal process for credentialing/approval and denials;
- Accumulated market research;
- SeniorChecked artwork;
- SeniorChecked Entity and Individual Welcome Kits including brochures, lapel pin, ID card, certificate, window decal;