

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
Skillstorm, Inc.		06/17/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	SkillStorm Commercial Services, LLC
Street Address:	10105 Pacific Heights Blvd., Suite 130
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121-4246
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3087705	SKILLSTORM
Registration Number:	3589894	SKILLSTORM
Registration Number:	3090226	SKILL STORM
Registration Number:	3589893	SKILL STORM
Registration Number:	3090225	
Registration Number:	3589895	S

CORRESPONDENCE DATA

Fax Number: (202)344-8300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2023444000
 Email: trademarkdocket@venable.com,jfsatterthwaite@venable.com,pjwyles@venable.com
 Correspondent Name: JANET F. SATTERTHWAITE - VENABLE LLP
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 Address Line

CH \$165.00 3087705

4: WASHINGTON, DISTRICT OF COLUMBIA 20043-9998

ATTORNEY DOCKET NUMBER:	91477-280337
NAME OF SUBMITTER:	Janet F. Satterthwaite - DC & VA Bars
Signature:	/Janet F. Satterthwaite/
Date:	06/25/2010

Total Attachments: 4
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GENERAL ASSIGNMENT OF TRADEMARKS

This GENERAL ASSIGNMENT OF TRADEMARKS from **Skillstorm, Inc.** (hereinafter "**Assignor**"), a California corporation with a principal place of business at 10105 Pacific Heights Blvd., Suite 130, San Diego, CA 92121, to **SkillStorm Commercial Services, LLC**, ("**Assignee**"), a Delaware limited liability company with principal place of business at 10105 Pacific Heights Boulevard, Suite 130, San Diego, CA 92121-4246, is effective JUNE 17, 2010 (the "Effective Date").

WHEREAS, Assignor has agreed to hereby assign, transfer, and convey to Assignee, without limitation, all right, title and interest in and to the trademarks and service marks listed on Exhibit A hereto.

NOW THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by Assignor:

1. Assignment. Assignor does hereby grant, convey, assign, transfer, set over, and deliver to Assignee, its successors and assigns, forever, its entire right, title and interest together with all associated goodwill, throughout the world, in and to the following:

- (a) All trademarks and service marks named on Exhibit A hereto as well as any corresponding trade names, domain names, logos, and trade dress (or rights therein);
- (b) Any trademark and/or service mark registrations listed on Exhibit A hereto;
- (c) Any trademark and/or service mark applications listed on Exhibit A hereto and all rights to any trademark registrations that may be granted from the trademark applications listed on Exhibit A; and
- (d) All rights to any translations, adaptations, derivations, and combinations thereof and all other rights, powers, privileges, and interests of whatsoever nature, kind, or description relating to the rights and interests referred to in paragraphs (a), (b), and (c) of this Section 1, including, without limitation, the right to file for and receive registrations, to sue and recover for past, present, and future infringement, and to bring any proceeding in the United States Patent and Trademark Office for cancellation or opposition.

2. Further Assurances. From and after the Effective Date, upon the reasonable request of Assignee, Assignor shall do, execute, acknowledge and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances, powers of attorney, and other instruments and papers as may be required to sell, assign, transfer, convey, and deliver to and vest in Assignee and protect its right, title, and interest in any employment of all the rights and interest hereby assigned and transferred to Assignee or intended so to be. The omission from the specific terms of this Assignment of any right relating to any trademark, service mark, trade name, domain name, logo, and trade dress and any application(s) and/or registration(s) therefor or therefrom shall not be deemed to limit the assignment of such right pursuant to this Agreement:

3. Recordation. Assignor hereby irrevocably authorizes and requests the United States Commissioner and/or Director of Patents and Trademarks and, as appropriate, those corresponding officials in all other states and countries throughout the world, and any other agency or authority having jurisdiction in these matters to record Assignee as the owner of and/or to issue in accordance with this Assignment, the trademark(s), service mark(s), trade name(s), domain name(s), logo(s), and trade dress and any application(s) and/or registration(s) therefor or therefrom which are assigned to Assignee by this Assignment, and hereby irrevocably consents to the filing and recordation of this Assignment with the United States Commissioner and/or Director of Patents and Trademarks and with such other officials, agencies, and authorities.

4. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices. Any notice, request or other document to be given hereunder to Assignor or Assignee shall be in writing and sent by registered or certified mail, postage prepaid, and if to Assignee, addressed to:

Attn: Mr. Vince Virga
Skillstorm Commercial Services, LLC
1000 Corporate Drive
Suite 280
Fort Lauderdale, FL 33334
(P) 800-895-6474
(F) 954-252-2445

and, if to Assignor, addressed to:

Skillstorm, Inc.
Suite 130
10105 Pacific Heights Blvd.
San Diego, CA 92121

Assignor or Assignee may change its address for receiving notices, requests and other documents by giving written notice of such change to the other.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of Delaware.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and its corporate seal to be affixed hereto.

Assignor

Skillstorm, Inc.

By: Adam Larson, CFO

Date: 6/17/10

Witnessed by:

Penelope Key

(Signature)

PAMELA KAY

(Printed Name)

10105 PACIFIC HEIGHTS BLD





(address)

Suite 260

SD CA 92124

Exhibit A

Trademarks

Mark	Application/ Registration Number
SKILL STORM	Reg. No. 3,087,705
SKILL STORM	Reg. No. 3,589,894
	Reg. No. 3,090,226
	Reg. No. 3,589,893
	Reg. No. 3,090,225
	Reg. No. 3,589,895
SKILL STORM	Common Law Rights