

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
Ustrive2, Inc.		01/15/2010	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Melinda Urion CPA		
Street Address:	1030 NW Johnson Street #609		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97209		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77704892	CARTFLY	
Serial Number:	77704899		
Serial Number:	77145578	CARTFLY	
Serial Number:	77163915	CARTFLY	
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6504616610		
Email:	kuyeda@wsgr.com		
Correspondent Name:	Keith Uyeda		
Address Line 1:	650 Page Mill Rd		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
NAME OF SUBMITTER:	Keith Uyeda		
Signature:	/keithuyeda/		

OP \$115.00 77704892

Date:

08/26/2010

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is dated effective as of January 15, 2010, by and between Ustrive2, Inc., a Nevada Corporation ("Assignor"), and Melinda Urion, a resident of Oregon ("Assignee"), pursuant to a certain foreclosure action to transfer certain collateral set forth in certain Security Agreement dated September 15, 2009 (amended September 29, 2009) and a certain Security Agreement dated December 8, 2009 and an additional Security Agreement dated December 8, 2009, whereby Assignee acquired, among other assets, all rights, title and interest in all of the intellectual property owned by Assignor.

1. Assignment of Intellectual Property Rights. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, transfers and assigns unto Assignee, effective as of January 12, 2010 all right, title and interest in and to, all of the intellectual property owned by Assignor, including without limitation, the patents, trademarks, domain names, and applications and registrations thereto, identified on Exhibit A, and any other intellectual property owned by Assignor and any common law rights and goodwill associated therewith, (collectively the "Intellectual Property"), as well as any rights Assignor may have acquired by virtue of its use of the Intellectual Property, including any and all legal and equitable causes of action for any past, present or future infringement or unauthorized use of the Intellectual Property and the right to recover for all damages for such infringements, such Intellectual Property to be held and enjoyed by Assignee and its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
2. Transfer of Related Items. Assignor further agrees to transfer to Assignee, without further remuneration, all legal files, documents and items relating to the foregoing assigned rights or that are associated with the Intellectual Property. Further, Assignor agrees to transfer all domain names to Assignee within 5 (five) days of receiving a request to transfer such domain names.
3. Further Actions. Assignor hereby agrees, upon request of Assignee, and without further remuneration, to promptly provide Assignee with any reasonable assistance relating to perfecting the transfer of all of the rights conveyed herein and vesting of full and complete title in Assignee, and relating to enforcing and defending those rights, including but not limited to executing any and all papers for those purposes, transferring domain names as set forth above, and testifying on Assignee's behalf about this Assignment.
4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona. Moreover, Assignor and Assignee hereby agree and consent to the exclusive jurisdiction of federal and state courts in Maricopa County, Arizona should this Assignment be subject to litigation.

5. Severability. If any provision of this Assignment or the application thereof is held to be invalid, void or unenforceable for any reason, the remaining provisions not so declared will be construed so as to comply with the law, and will nevertheless continue in full force and effect without being impaired in any manner whatsoever.

6. Binding Effect. This Assignment shall apply to, be binding in all respects upon, and inure to the benefit of Assignor and Assignee and their respective legal representatives, successors and assigns.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile or electronic copy hereof or signature hereon shall, for all purposes, be deemed an original.

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement is executed and delivered by Assignor and Assignee as of the date first written above.

ASSIGNOR:


USTRIVE2, INC., a Nevada Corporation

By: 

Name: JEFF KURAWSKI

Title: General Manager

ASSIGNEE:

By: 

Name: Melinda S. Ureion

Title: _____

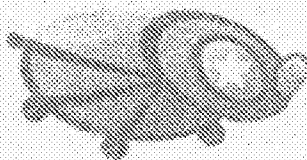
EXHIBIT A

Federal Trademark Applications

CARTFLY

Serial No. 77/704,892

Status: Published for Opposition



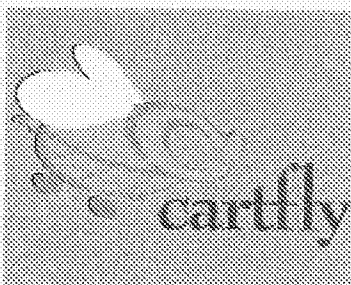
Serial No. 77/704,899

Status: Published for Opposition

CARTFLY

Serial No. 77/145,578

Status: ABANDONED



Serial No. 77/163,915

Status: ABANDONED

USTRIVE

Serial No. 77/757,765

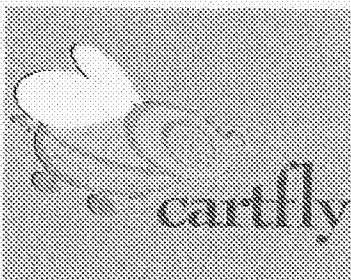
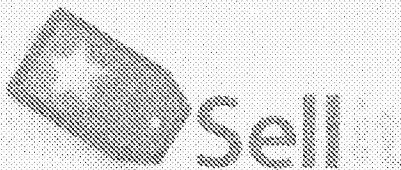
Status: ABANDONED



Serial No. .77/163,915
STATUS: ABANDONED

Common Law Marks

Sellit
Sellit Ministore
AdPAK
ShopBot
Evolution Marketing Engine
Ustrive
Shout
AutoShout



Domain Names	CARTFLYING.COM	10/04/2010
	CARTFLYSERVICES.COM	10/04/2010
	CARTFLYSTORES.COM	10/04/2010
	<u>MARTFLY.COM</u>	03/16/2010
	<u>MARTFLY.NET</u>	03/16/2010
	<u>SELLIT.COM</u>	05/29/2017
	<u>USTRIVE.COM</u>	09/06/2010
	<u>USTRIVE.NET</u>	09/06/2010
	<u>USTRIVE2.COM</u>	06/29/2010
	<u>YOUSTRIVE.COM</u>	09/10/2010
	<u>YOUSTRIVE.NET</u>	09/10/2010

Patents

SYSTEM AND METHOD OF BRIDGING A PRODUCT CATALOG FROM A
CENTRAL E-COMMERCE WEBSITE TO REMOTE WEBSITES

Serial No. 11/940,947

Filed: November 15, 2007

Status: Published, awaiting examination

SYSTEM AND METHOD OF ENTERPRISE AND ON-LINE FRANCHISE
MODELS FOR E-COMMERCE WEBSITE

Serial No. 11/940,974

Filed: November 15, 2007

Status: Published, awaiting examination

Copyrights

Any copyrights and renewals and/or extensions thereof in the source code and
object code for the Computer Software:

Computer Software for the ADPAK™ program

Computer Software for the SELLIT™ program

Computer Software for the CARTFLY™ program

Computer Software for the SHOUT™ program

Computer Software for the program being developed that is configured to
operate with the Twitter® social networking website.

Copyrights in any product or service literature, or any operating/instruction
manuals, on any websites and any advertising and promotional materials or any
other works used in connection with the business.