

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
Melinda S Urion		03/11/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Sellit Social Commerce, Inc.		
Street Address:	1699 West San Remo Street		
City:	Gilbert		
State/Country:	ARIZONA		
Postal Code:	85016		
Entity Type:	CORPORATION: DELAWARE		
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>			
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/		
Date:	08/27/2010		

OP \$115.00 77704892

Total Attachments: 13

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SELLIT SOCIAL COMMERCE, INC.

ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement (“**Agreement**”) is made as of March 11, 2010 (“**Effective Date**”) between Sellit Social Commerce, Inc., a Delaware corporation (“**Assignee**”), and Melinda S. Urion (“**Assignor**”). In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Definitions

1.1 “**Assigned Property**” means (i) the Contracts, (ii) all Intangible Assets, (iii) all Tangible Assets, (iv) all Technology and (v) all Intellectual Property Rights owned by Assignor as of the Effective Date that relate to Assignee’s business, including, but not limited to the items listed in **Exhibit A**.

1.2 “**Business**” shall mean the design, development, sales, marketing and distribution of software and services that enable e-commerce through social network sites.

1.3 “**Contracts**” shall mean the contracts listed on Exhibit A attached hereto.

1.4 “**Intangible Assets**” shall mean any and all goodwill and other intangible assets, rights, or properties associated with the Business and existing as of the date hereof (other than Intellectual Property Rights).

1.5 “**Intellectual Property Rights**” means all of the following: (a) United States, foreign, and international patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations, and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries, including without limitation invention disclosures (“**Patents**”); (b) trade secrets and other rights in know-how and confidential or proprietary information; (c) copyrights, copyright registrations, and applications therefor and all other rights corresponding thereto throughout the world (“**Copyrights**”); (d) mask works, mask work registrations, and applications therefor, and any equivalent or similar rights in semiconductor masks, layouts, architectures or topology (“**Maskworks**”); (e) industrial designs and any registrations and applications therefor throughout the world; (f) rights in World Wide Web addresses and domain names and applications and registrations therefor, all trade names, logos, common law trademarks and service marks, trademark and service mark registrations, and applications therefor and all goodwill associated therewith throughout the world (“**Trademarks**”); and (g) any similar, corresponding, or equivalent rights to any of the foregoing anywhere in the world.

1.6 “**Tangible Assets**” shall mean those items of equipment and other tangible assets identified on **Exhibit A** attached hereto.

1.7 **“Technology”** means all of the following: (a) works of authorship, including computer programs, source code, executable code, documentation, designs, files, net lists, records, data, and mask works; (b) inventions (whether or not patentable), improvements, and technology; (c) proprietary and confidential information, including technical data, customer and supplier lists, trade secrets, and know-how; (d) databases, data compilations, data collections, and technical data; (e) logos, trade names, trade dress, trademarks, service marks, World Wide Web addresses, domain names, tools, methods, and processes; (f) and all instantiations of the foregoing in any form and embodied in any media.

2. Assignment. Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor’s right, title, and interest in and to the Assigned Property. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to enforce any and all moral rights including any right to identification of authorship or limitation on subsequent modification, that Assignor may have in the Assigned Property.

3. Consideration. In consideration for assignments made under this Agreement, the Assignee issued shares of its Common Stock to Assignor pursuant to a Common Stock Purchase Agreement of even date herewith.

4. Representations and Warranties. Assignor represents and warrants to Assignee that: (a) Assignor exclusively owns all right, title, and interest in and to the Assigned Property; (b) Assignor has not granted and will not grant any licenses or other rights to the Assigned Property to any third party; (c) the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer; (d) as far as is known by Assignor, the Technology does not infringe Intellectual Property Rights of any third party; and (e) there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Property.

5. Indemnification. Assignor will defend, indemnify, and hold harmless Assignee, and Assignee’s officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys’ fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignee, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: (a) the breach by Assignor of any of the representations or warranties made by Assignor under this Agreement; (b) Assignor’s use of the Assigned Property prior to the date of this Agreement; or (c) Assignor’s failure to perform its obligations under this Agreement.

6. Further Assurances

6.1 Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in Assignee. In addition, Assignor will, at the request and sole cost and expense of Assignee, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Assignee may reasonably require:

(a) to apply for, obtain, register, maintain and vest in the name of Assignee alone (unless Assignee otherwise directs) Intellectual Property Rights protection relating to any or all of the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(b) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and

(c) to assist Assignee with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Technology.

6.2 If at any time Assignee is unable, for any reason, to secure Assignor's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

7. **Confidentiality.** All information relating to the Assigned Property is confidential information owned by Assignee ("**Confidential Information**"). The Assignor may not use the Confidential Information except for the benefit of Assignee. The Assignor will protect the Confidential Information from disclosure with at least the same degree of care as that which he accords to his own proprietary information, but in no event with less than reasonable care. The Assignor may not disclose the Confidential Information to third parties. The foregoing restrictions will not apply to: (a) information that is in the public domain prior to the date hereof or becomes public hereafter through no fault of the Assignor; (b) information provided to the Assignor by a third party who is not in violation of a duty of confidentiality with respect to that information; or (c) information approved for release by Assignee. Any breach of these restrictions will cause irreparable harm to Assignee and will entitle Assignee to injunctive relief in addition to all applicable legal remedies.

8. Miscellaneous

8.1 Injunctive Relief. A breach of this Agreement may result in irreparable harm to Assignee and a remedy at law for any such breach will be inadequate, and in recognition thereof, Assignee will be entitled to injunctive and other equitable relief to prevent any breach or the threat of any breach of this Agreement by Assignor without showing or proving actual damages.

8.2 Binding on Successors. This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns, except that Assignor may not assign this Agreement without the consent of Assignee.

8.3 Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of California without reference to its conflicts of law provisions.

8.4 Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

8.5 Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

8.6 Entire Agreement. This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

8.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Transfer and Assignment Agreement as of the day and year first above written.

SELLIT SOCIAL COMMERCE, INC.

MELINDA S. URION

By: Jeff Kurkowski

By: _____

Name: JEFF Kurkowski

Name: _____

Title: CEO

Title: _____

[Signature Page to Sellit Social Commerce, Inc. Assignment and Transfer Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Transfer and Assignment Agreement as of the day and year first above written.

SELLIT SOCIAL COMMERCE, INC.

MELINDA S. URION

By: _____

By: Melinda S. Urion

Name: _____

Name: Melinda S. URION

Title: _____

Title: Chairman of the Board

[Signature Page to Sellit Social Commerce, Inc. Assignment and Transfer Agreement]

TRADEMARK
REEL: 004268 FRAME: 0911

EXHIBIT A

ASSIGNED PROPERTY

License Agreement

License Agreement between Cenmere Corporation and Melinda Urion, dated January 15, 2010.

Intellectual Property

Patents and patent applications:

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

SOCIAL E-COMMERCE SOFTWARE

U.S. Provisional Patent Application No. 60/942,616

Filing Date: June 7, 2007

Federal Trademark Applications:

Serial No. 77/704,892

Status: Published for Opposition

Serial No. 77/704,899

Status: Published for Opposition

Serial No. 77/145,578

Status: ABANDONED

Serial No. 77/163,915

Status: ABANDONED

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
MARTFLY.COM	03/16/2010
MARTFLY.NET	03/16/2010
SELLIT.COM	05/29/2017
USTRIVE.COM	09/06/2010
USTRIVE.NET	09/06/2010
USTRIVE2.COM	06/29/2010
YOUSTRIVE.COM	09/10/2010
YOUSTRIVE.NET	09/10/2010

Copyrights:

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

- Computer Software for the ADPAKTM program
- Computer Software for the SELLITTM program
- Computer Software for the CARTFLYTM program
- Computer Software for the SHOUTTM 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 of Ustrive, Inc.

Assigned Equipment:

- Mac Book
- Toshiba - Computer
- External Hard Drives
- 2 Toshiba Tablet PC's and Accessories
- Fax Machine
- Toshiba - Computer
- Replacement Drive Dell Desktop
- Development Macbook
- Toshiba M700
- Docking Station
- Mac Book
- Microphone
- Projector
- Phone Equipment
- Mac Power Adapter
- Laptop
- Servers
- Laptop
- Laptop
- Encoder Equipment
- Encoder Equipment
- Laptop
- VIZIO Flat Screen Monitor
- And any other equipment represented by entries bearing vendor names in the books and records of Ustrive2, Inc., as well as any other equipment that was purchased by Ustrive2, Inc. and expensed rather than capitalized, and any equipment used in the business.

Assigned Tangible Personal Property:

- Conference Room Chairs
- Ikea Furniture

- Office Max Furniture
- Couch for Office
- Furniture for Office
- Office Furniture
- And any other tangible personal property represented by entries bearing vendor names in the books and records of Ustrive2, Inc., as well as any other tangible personal property that was purchased by Ustrive2, Inc. and expensed rather than capitalized, and any tangible personal property used in the business.

Assigned Software:

- Quickbooks Pro
- Quickbooks Payroll
- Adobe Systems
- Adobe Systems
- Flash Loaded
- Adobe Systems
- MEMEO, Inc.
- VM Fusion
- Mac OSX – Leopard
- Journey Education
- Alex Hogan

Other Assigned Assets

- Accounts Receivable of Ustrive2, Inc.
- Security Deposit paid to Viad for lease \$10,000
- Any unused retainers with Ustrive2, Inc.'s attorneys
- Any refund amounts due to overpayment of insurance policies (i.e., State Farm refund for reduction in insurance coverage due to returning equipment to Rental Station, Workers Comp premiums based on number of employees at inception of policy and number has since gone down which will generate a refund at the end of the policy term or at cancellation)

Assigned Contracts

Contract
Café Press
Ning

Description

Etsy (No contract, email agreements regarding launch and support)
Yahoo Stores
achieveHR
Milliron & Associates
Merchant Services MTOT
American Express
Commission Junction
Authorize.net
ADP
State Farm
State Farm
Dave Pulver
Go Grid
JIRA
User Voice
37 Signals
S3
AdBrite
Rock You!
FanMail
Revnetics
Employee IP Agreements

HR Consulting Services
Development Consulting Services
Revenue processing
Revenue processing
Revenue processing from Café Press
Revenue processing
Payroll Processing
Property & Liability Insurance
Workers Comp
Technology Infrastructure
Technology Infrastructure
Technology Infrastructure
Technology Infrastructure
Technology Infrastructure
Technology Infrastructure
Advertising Impressions
Advertising Impressions
Blast E-Mails
Customer Acquisition
Close, Michael; Fleet, Michael; Fox, Katie; Frye, Jesse; Pulver, David and any others

Assumed Non-Disclosure Agreements:

Company

19.5 Degrees
achieveHR
ALTI Success Strategies
Apogee Global Resources, Inc
Axia
Bill Lonergan
Bravisa, Inc
Brian Campbell
Bryan Garvin
Cartfly Mall

Individual

Robin Kohli
Maria Utagawa
Allan Sabo
Ronald Mathis
Randal Clark
Bill Lonergan
Balaji Sundararajan
Brian Campbell
Bryan Garvin
David Ross

Clearly Understood
Clearspring Technologies
Club Entrepreneur Network,
LLC
David Pulver
David Watson
Dirtbag Music, Inc.
Dirtbag Music, Inc.
Domenique Sillett Buxton
Donna Pender
Drew Smith
Eclectique
Envisiote, Inc.
Fetchback
Flex Contractor
Friend2Friend, Inc.
Gaping Void, Ltd
Gigya, Inc.
GlobalVantage Design Source,
LLC
Gruden Pty Ltd
Hunami, Inc.
IceWater Media
Independent Distribution
Collective
Intergrum
iSold It, LLC
IT and Systems Consulting
IT and Systems Consulting
ITFlux, Inc
ITX Dynamics Inc
Jamie Parker
Kontera
Mike Phillips
Milkovic, Inc
MultiWidget, LLC
Neubloc
Noisy Planet, Inc
Palladium, Inc
Popular Media
Power Balance
QArea Outsourcing Services
Raging River Corp.

Bill Brody
Alex Calic
Ingrid Vanderveldt
Dave Pulver
David Watson
John Alves
Doug Canning
Domenique Sillett Buxton
Donna Pender
Drew Smith
JP Clement
William H Whitmore
Brooke Partelow
Gabriel Montagne
Roger Katz
Jason Korman
Roily Eliezerov
Marianna Gouveia
Todd Trevillion
Nina Grooms Lee
Emerson Smith
Steffen Franz
Jade Meskill
Ken Sully
Richard Johnson
Richard Thurlow
Ram Panikath
Mike Dahlstedt
Jamie Parker
Mathew Haugen
Mike Phillips
Thom Milkovic
Shawn Van Ittersum
Armando Viteri
Kevin Petersen
Scott Rozic
Michael Hassell
Dirk Lindley
James Parker
Terry Picken

RateltAll.com
RockYou
Roth Capital Partners
Sideline Star, LLC
SmartyPig
Social Media Networks, Inc
Social Vibe
Software Development
Stage Two
Stealthmode Partners
SynthaSite
The Mix
The Vine Group
The Wells Group
Titus Equity Partners, LLC
United Bank Cards Inc
Valentine Weicht
Vision Launchers LLC
WeathNet Partners

Ustrive, Inc.

CafePress
Insight Venture Partners
InterTalk
Ning
Pioneer Electronics
Primerica Technologies
SearchMe
Sonic Solutions
USuggest Corporation
Yahoo

Lawrence Coburn
Ro Choy
Brian Kendrella
Neeley Neal
Michael Ferrari
Ken Thom
Mike Barbeau
Ben Bleything
Adam Burg
Francine Hardaway
David Saxton
Vanessa Camones
James Millar
Todd Kaplan
Brent Boekestein
Brian Jones
Valentine Weicht
Eric Knoph
Clifford Jones

PRJ Hauwert
Paul Dempsey
Mark Strobel
John Galatea
Juliet Dawsari
Dr Hasan Davula