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TO: WOODY HUNT COMPANY: 841 ARNOLD DRIVE, SUITE A

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

09/24/2010
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woody's Books, Inc.		09/24/2010	CORPORATION: <i>California</i>
RECEIVING PARTY DATA			
Name:	Hunt Systems, Inc.		
Doing Business As:	DBA Hunt Systems, Inc.		
Street Address:	841 Arnold Drive, Suite A		
City:	Martinez		
State/Country:	CALIFORNIA		
Postal Code:	94553		
Entity Type:	CORPORATION: <i>California</i>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77945921	SKILLCOUNT	
CORRESPONDENCE DATA			
Fax Number:	(925)887-4450		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	925-335-6005		
Email:	whunt@huntsys.com		
Correspondant Name:	Woody Hunt		
Address Line 1:	841 Arnold Drive, Suite A		
Address Line 4:	Martinez, CALIFORNIA 94553		
NAME OF SUBMITTER:	Woody Hunt		
Signature:	/woody hunt/		
Date:	09/24/2010		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of Sep 24, 2010 between the following two parties.

The Assignor: Woody's Books, Inc.
Legal Address: 841 Arnold Drive, Suite A, Martinez, CA 94553

The Assignee: Hunt Systems, Inc.
Legal Address: 841 Arnold Drive, Suite A, Martinez, CA 94553

WHEREAS, the Assignor, a California Corporation, owns the trademarks as defined in Appendix 1 (the "Trademarks").

WHEREAS, the Assignee, a California Corporation, wishes to own the Trademarks.

WHEREAS, the Assignor agrees to assign the Trademarks to the Assignee and the Assignee agrees to accept the assignment of the Trademarks.

NOW, THEREFORE, through mutual negotiation, the parties hereto agree as follows:

1. Transfer of Trademarks

The Assignor agrees to change the registered owner of the Trademarks into the Assignee and the Assignee agrees to accept the change of the registered owner of the Trademarks. The Assignee shall pay the Assignor an amount of 1 (one) dollar for the Trademarks transferred hereunder.

2. Registration Fees

The registration for the change of the registered owner of the Trademarks shall be undertaken by the Assignor and the Assignor shall bear the registration fees incurred hereby.

3. Representations and Warranties

3.1 The Assignor hereby represents and warrants as follows:

3.1.1 the Assignor is California Corporation.

3.1.2 the Assignor has the exclusive ownership of the Trademarks and no rights or equity of any third party is prejudiced due to the using of the Trademarks. There is no litigation or any other disputes arising from or relating to the Trademarks.

3.1.3 the Assignor, subject to its business scope and corporate power, has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

3.1.4 once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.

3.1.5 the Assignor will not engage in any action that will be

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detrimental to the validity of the Trademarks after the completion of the assignment.

3.2 The Assignee hereby represents and warrants as follows:

3.2.1 The Assignee is California Corporation.

3.2.2 The Assignee, subject to its business scope and corporate power, has taken necessary steps and obtained full authority and all consents and approvals of any other third party and governmental necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

3.2.3 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.

4. Effective Date and Term

This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously.

5. Settlement of Disputes

The parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation within 30 days after one party asks for consultation. In case no settlement can be reached through consultation, each party agrees to submit to arbitration in the State of California

6. Applicable Law

The validity, interpretation and implementation of this Agreement shall be governed by the laws of the State of California.

7. Amendment and Supplement

Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

8. Severability

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

9. Appendices

The Appendices referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

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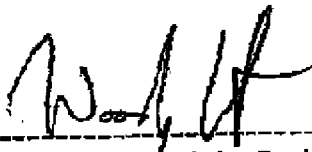
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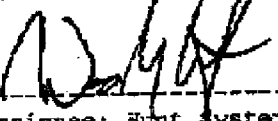
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By: 

The Assignor: Woody's Books, Inc.

Representative: Woody Hunt

By: 

The Assignee: Hunt Systems, Inc.

Representative: Woody Hunt

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APPENDIX 1
Trademarks

SkillCount

SkillCount.com

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