

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COADVANTAGE HOLDINGS, INC.		09/30/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	COADVANTAGE HOLDINGS CORPORATION		
Street Address:	500 West Madison Street, Suite 3890		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3275287	O	
Registration Number:	3320247	O	
Registration Number:	3191687	RESOURCES FOR HUMANS. SOLUTIONS FOR BUSINESS.	
CORRESPONDENCE DATA			
Fax Number:	(213)627-0705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 683-5627		
Email:	nancychow@paulhastings.com		
Correspondent Name:	Nancy Chow		
Address Line 1:	Paul, Hastings, Janofsky & Walker LLP		
Address Line 2:	515 S. Flower Street, 25th Floor		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	77202.00002		
NAME OF SUBMITTER:	Nancy Chow		

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**TRADEMARK
 REEL: 004290 FRAME: 0194**

Signature:	/Nancy Chow/
Date:	10/05/2010
Total Attachments: 4 source=Fully Executed Trademark Assignment#page1.tif source=Fully Executed Trademark Assignment#page2.tif source=Fully Executed Trademark Assignment#page3.tif source=Fully Executed Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of September 30, 2010, by CoAdvantage Holdings, Inc., a Florida corporation (“Assignor”), whereby Assignor desires to transfer and assign to CoAdvantage Holdings Corporation (“Assignee”), its successors, assigns, nominees, or other legal representatives, the entire right, title, interest and goodwill in and to all of its registered and unregistered trademarks identified on **Exhibit A** attached hereto (collectively, the “Trademarks”).

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor’s entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks.

Together with Assignor’s worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such past, current and future infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and renewals that may be granted upon any application or petition for same, to Assignee, and Assignee’s successors and assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

This Trademark Assignment may be executed in one or more counterparts (including by means of facsimile), each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

* * * * *

In WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 30 day of September 2010.

ASSIGNOR:

COADVANTAGE HOLDINGS, INC.

By: _____
Name: _____
Title: _____

NOTARIAL CERTIFICATE

State of: _____)
County of: _____) SS.

Subscribed and sworn to before me this _____ day of September, 2010.

Notary Public: _____
(signature)

My commission expires: _____

ASSIGNEE:

COADVANTAGE HOLDINGS CORPORATION

By: [Signature]
Name: John Uebelacker
Title: Secretary

NOTARIAL CERTIFICATE

State of: ILLINOIS)
County of: COOK) SS.

Subscribed and sworn to before me this 30th day of September, 2010.

Notary Public: [Signature]
(signature)



My commission expires: 12/22/13



[Signature Page to Trademark Assignment]

EXHIBIT A

REGISTERED TRADEMARKS

MARK	REGISTRATION No.	REG. DATE	COUNTRY
 O Design-International Class 35	3275287	August 7, 2007	United States
 O Design-International Class 36 & 45	3320247	October 23, 2007	United States
RESOURCES FOR HUMANS. SOLUTIONS FOR BUSINESS	3191687	January 2, 2007	United States