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D:SEAN COLLIN COMPANY:401 EAST TUSCALOOSA STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1



SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ultimate Technical Academy, Inc		01/04/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	Clockwork IP, LLC		
Street Address:	50 Central Avenue		
Internal Address:	Suite 920		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34236		
Entity Type:	LIMITED LIABILITY COMPANY: / Delaware		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76555833	TOP TECHNICANS IN WEEKS...NOT YEARS	
CORRESPONDENCE DATA			
Fax Number:	(258)718-3139		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	256-718-0078		
Email:	docketing@pelaw.net		
Correspondent Name:	Sean Collin		
Address Line 1:	401 East Tuscaloosa Street		
Address Line 4:	Florence, ALABAMA 35630		
NAME OF SUBMITTER:	Sean Collin		
Signature:	/Sean Collin/		
Date:	01/07/2011		
Total Attachments: 2			

OP \$40.00 76555833

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TRADEMARK
REEL: 004483 FRAME: 0492

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J:SEAN COLLIN COMPANY:401 EAST TUSCALOOSA STREET

**GENERAL INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT FOR
THE
ASSIGNMENT OF PENDING, COMMON LAW, & REGISTERED
TRADEMARKS**

THIS GENERAL INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is made by and between Ultimate Technical Academy, Inc. a Missouri corporation carrying on business from 36 Parnos, Court Saint Peter, Missouri 63376 (hereinafter referred to as "ASSIGNOR"), and Clockwork IP LLC, a Delaware limited liability company also carrying on business from Plaza Five Points, 50 Central Avenue, Suite 920, Sarasota, Florida, 34236, (hereinafter referred to as "ASSIGNEE"). This Agreement shall be effective as of the last date written below ("Effective Date").

This Agreement consists of:

- this signature page
- the attached Terms and Conditions
- Appendix "A" (Trademarks)

Each party hereto has read, understands and agrees to the terms of this Agreement and the undersigned represents that he or she is duly authorized to sign this Agreement on behalf of their respective party.

FOR:

FOR:

Ultimate Technical Academy, Inc

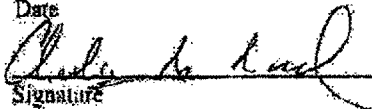
Clockwork IP, LLC

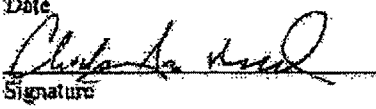
01/07/2011

01/07/2011

Date

Date


Signature


Signature

Charlie Sampriz
Print Name

Charlie Sampriz
Print Name

Senior Legal Counsel, Sect.
Title

Senior Legal Counsel, Sect.
Title

D:SEAN COLLIN COMPANY:401 EAST TUSCALOOSA STREET

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
TERMS AND CONDITIONS

ASSIGNMENT OF
INTELLECTUAL PROPERTY

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and deliver ("Transfer") unto ASSIGNEE, its successors, assigns, and legal representatives, the full and exclusive right, title, and interest in and to any and all filed or prospective for filing, registered or unregistered trademarks, service marks, trade names, logos, slogans, and any and all other proprietary designations relating to the business of ASSIGNOR and all common law rights therein set out in Appendix "A" hereto, together with all translations, adaptations, derivations, and combinations thereof, and the right to prosecute any and all trademark and service mark registrations, applications, and renewals therefore, all goodwill associated therewith throughout the world, and the right to sue for, settle, or release any past, present, or future infringement thereof or unfair competition involving the same and specifically regarding those marks listed in Appendix "A" of this Agreement (collectively, the "MARKS").

APPENDIX "A"

SPECIFIED MARKS TO BE TRANSFERRED BY ASSIGNOR TO ASSIGNEE

Marks - Immediate Delivery. ASSIGNOR shall Transfer the following MARKS upon execution of this Agreement:

Mark	Application number
Top technicians in weeks...not years	7655833