

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
Centrepath, Inc.		05/16/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GC Pivotal, LLC		
Street Address:	3200 E. Camelback Road		
Internal Address:	Ste. 295		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85018		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3071795	CENTREPATH	
Registration Number:	2953234	MAGELLAN	
CORRESPONDENCE DATA			
Fax Number:	(702)949-8376		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7029498200		
Email:	TRADEMARKS-LASVEGAS@LRLAW.COM		
Correspondent Name:	Jonathan W. Fountain		
Address Line 1:	3993 Howard Hughes Parkway		
Address Line 2:	Ste. 600		
Address Line 4:	Las Vegas, NEVADA 89169		
ATTORNEY DOCKET NUMBER:	51426.00001		
NAME OF SUBMITTER:	Jonathan W. Fountain		
Signature:	/Jonathan W. Fountain/		

CH \$65.00 3071795

900193351

TRADEMARK
REEL: 004552 FRAME: 0629

Date:

06/02/2011

Total Attachments: 3

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ASSIGNMENT

This ASSIGNMENT is made as of the 16th day of May 2011 (the "Effective Date") by and between Centrepath, Inc., a Delaware corporation located at 265 Winter Street, Waltham, Massachusetts 02451 ("Assignor") on the one hand, and GC Pivotal, LLC, an Arizona limited liability company, 3200 E. Camelback Road, Suite 295, Phoenix, AZ 85018 ("Assignee") on the other hand.

WHEREAS, Assignor owns all right, title and interest in and to the trademarks registered with the United States Patent and Trademark Office, and any common law rights in such marks, and the goodwill symbolized by such Marks (the "Marks") as set forth on Exhibit A hereto;

WHEREAS, Assignor wishes to assign to Assignee, and Assignee desires to acquire all of the right, title and interest in and to the Marks, and the registrations and applications thereof and the good will of the business appurtenant thereto.

NOW THEREFORE, IN CONSIDERATION of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Assignor does hereby sell, assign, and transfer unto Assignee all of Assignor's rights, title and interest in and to the Marks together with all of the goodwill of the business symbolized by the Marks and any renewals and extensions of such registrations, and all other corresponding rights that exist or that may be secured under common law, state law, the laws of the United States or any foreign country, as of the Effective Date, as well as all income, royalties or payments due or payable from and after the Effective Date or thereafter and the right to sue and collect damages for past, present and future infringements, dilution or other unauthorized use of the Marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor shall promptly execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the parties, have executed this Assignment below effective as of the Effective Date identified above.

ASSIGNOR

ASSIGNEE

Centrepath, Inc.
a Delaware Corporation

GC PIVOTAL, LLC,
a Delaware limited liability company

By:



By:

Pivotal Global Capacity, LLC
an Arizona limited liability company

Its:

CEO, PATRICK SHUTT

Its: Sole Member

By:

FFN Investments, LLC
an Arizona limited liability company,
Its: Sole Member

By:

Pivotal Capital Corporation,
an Arizona corporation
Its: Manager

By: _____

Richard Garner

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WHEREAS, Assignor owns all right, title and interest in and to the trademarks registered with the United States Patent and Trademark Office, and any common law rights in such marks, and the goodwill symbolized by such Marks (the "Marks") as set forth on Exhibit A hereto;

WHEREAS, Assignor wishes to assign to Assignee, and Assignee desires to acquire all of the right, title and interest in and to the Marks, and the registrations and applications thereof and the good will of the business appurtenant thereto.

NOW THEREFORE, IN CONSIDERATION of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Assignor does hereby sell, assign, and transfer unto Assignee all of Assignor's rights, title and interest in and to the Marks together with all of the goodwill of the business symbolized by the Marks and any renewals and extensions of such registrations, and all other corresponding rights that exist or that may be secured under common law, state law, the laws of the United States or any foreign country, as of the Effective Date, as well as all income, royalties or payments due or payable from and after the Effective Date or thereafter and the right to sue and collect damages for past, present and future infringements, dilution or other unauthorized use of the Marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

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ASSIGNOR

ASSIGNEE

Centrepath, Inc.
a Delaware Corporation

GC PIVOTAL, LLC,
a Delaware limited liability company

By: _____

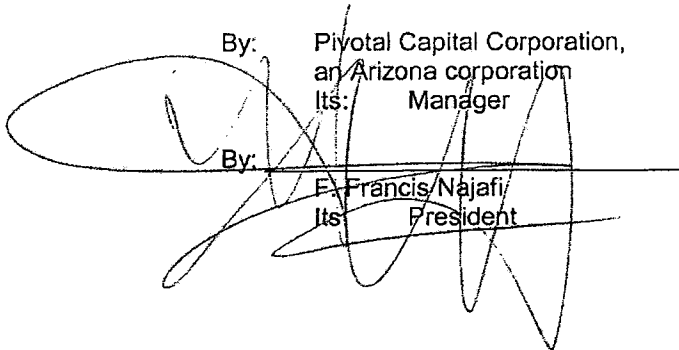
By: Pivotal Global Capacity, LLC
an Arizona limited liability company
Its: Sole Member

Its: _____

By: FFN Investments, LLC
an Arizona limited liability company,
Its: Sole Member

By: Pivotal Capital Corporation,
an Arizona corporation
Its: Manager

By: _____
E. Francis Najafi
Its: President



Its: Treasurer

EXHIBIT A

Trademark:	Registration No.
CENTREPATH	3,071,795
MAGELLAN	2,953,234

Error: Unknown document property name.

TRADEMARK