

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carmind, Inc.		01/19/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DealerSocket, Inc.		
<b>Street Address:</b>	1000 Calle Amanecer		
<b>Internal Address:</b>	P.O. Box 74866		
<b>City:</b>	San Clemente		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92673		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77527377	CARMIND	
<b>Serial Number:</b>	77527353	A NEW WORLD OF AUTOMOTIVE SALES TRAINING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(435)252-1361		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	4352521360		
<b>Email:</b>	docket@mgiiip.com		
<b>Correspondent Name:</b>	Richard C. Gilmore		
<b>Address Line 1:</b>	1441 W. Ute Blvd.		
<b>Address Line 2:</b>	Suite 100		
<b>Address Line 4:</b>	Park City, UTAH 84098		
<b>ATTORNEY DOCKET NUMBER:</b>	D1164.0		
<b>NAME OF SUBMITTER:</b>	Richard C. Gilmore		
<b>Signature:</b>	/Richard C. Gilmore, Reg. No. 37,335/		

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**TRADEMARK**

Date:

06/03/2011

Total Attachments: 4

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Assignment**") is made and entered into as of January 19, 2010 by and between DealerSocket, Inc., a Delaware corporation ("**Assignee**"), and Carmind, Inc., a California corporation ("**Assignor**").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement dated as of the date hereof (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such trademarks;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the trademarks set forth on Schedule A hereto (the "**Marks**"), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and 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; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

3. **GENERAL.**

3.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

3.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Purchase Agreement, the Purchase Agreement will govern.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

*[Signature Page Follows]*

SCHEDULE A

MARKS

Registration Number	Mark
77527377	CARMIND
77527353	A NEW WORLD OF AUTOMOTIVE SALES TRAINING

IN WITNESS WHEREOF, each of the parties hereto has executed this Trademark Assignment, or has caused this Trademark Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**"Assignee"**

DealerSocket, Inc.,  
a Delaware corporation

By: [Signature]  
Name: [Signature]  
Title: CEO

**"Assignor"**

Carmind, Inc.,  
a California corporation

By: [Signature]  
Name: NAPOLEON RUMTEE  
Title: CEO

[Signature Page to Trademark Assignment]