

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
GlobalTranz Network, LLC		01/07/2011	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	GlobalTranz Enterprises, Inc.		
Street Address:	5415 E HIGH ST BLDG A-9 #460		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85054		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3083325	GLOBALTRANZ	
Registration Number:	3364598	GLOBALTRANZ PROVIDING TRANSPORTATION SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(602)274-6970		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602-274-6996		
Email:	jordan.meschkow@azbar.org		
Correspondent Name:	Jordan M. Meschkow		
Address Line 1:	7250 N 16th Street, Suite 318		
Address Line 4:	Phoenix, ARIZONA 85020		
ATTORNEY DOCKET NUMBER:	8067-SM-1/SM-2 ASSIGNMENT		
NAME OF SUBMITTER:	Jordan M. Meschkow		
Signature:	/jordan m meschkow/		

OP \$65.00 3083325

Date:

08/17/2011

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of the 1st day of January, 2011, by GLOBALTRANZ NETWORK LLC, an Arizona limited liability company ("Assignor"), to and for the benefit of GLOBALTRANZ ENTERPRISES, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of various Intellectual Property Rights (as defined below), including but not limited to those assets listed on Schedule A attached hereto, and to other Intellectual Property Rights in any patents, trademarks, service marks, trade names, and copyrights, trade secrets, confidential information and other proprietary rights and processes, including any common law rights and any licenses to any of the foregoing (the "GlobalTranz Intellectual Property");

WHEREAS, Assignor desires to sell, assign, and transfer over Assignor to Assignee all GlobalTranz Intellectual Property; and

WHEREAS, Assignee now desires to memorialize and confirm its ownership of the GlobalTranz Intellectual Property in the form of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Intellectual Property Rights.** "Intellectual Property Rights" means any or all of the following and all rights, arising out of or associated therewith: (a) all United States of America, international and foreign patents and applications therefor and all reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (b) all inventions (whether patentable or not), invention disclosures, improvements, mask works, trade secrets, proprietary information, know-how, technology, technical data and customer lists, and all documentation relating to any of the foregoing throughout the world; (c) all works of authorship (whether copyrightable or not) including, all software, documents and other works in any form, and all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world; (d) all industrial designs and any registrations and applications therefor throughout the world; (e) all internet uniform resource locators, phone numbers, domain names, trade names, logos, slogans, designs, trade dress, common law trademarks and service marks, trademark and service mark and trade dress registrations and applications therefor throughout the world, and all goodwill relating thereto; (f) all databases and data collections and all rights therein throughout the world; (g) all rights of publicity, privacy or related rights throughout the world; (h) all moral and economic rights of authors and inventors, however denominated, throughout the world; and (i) any similar or equivalent rights to any of the foregoing anywhere in the world.

2. **Assignment.** Assignor does hereby sell, transfer, and assign unto Assignee, its successors, assigns and legal representatives, all of Assignor's rights, title, and interest in and to the GlobalTranz Intellectual Property, together with the goodwill of the business symbolized by the trademarks therein, and to any patent applications or patents based on or claiming priority to any of the patents or patent applications therein, and including the rights to sue for all past and future causes of action related to the GlobalTranz Intellectual Property, in the United States and all foreign countries, together with any right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any

other international agreements to which the United States adheres. Assignor acknowledges that the Assignee owns and will own all such existing and future right, title and interest in and to the GlobalTranz Intellectual Property.

3. **Further Assurances.** Assignor will, at its own cost and expense, promptly execute and deliver to the Assignee any documents necessary to complete the timely transfer of the GlobalTranz Intellectual Property to Assignee, including, without limitation, the Trademark Assignment set forth in Schedule B to this Assignment. In addition, Assignor will, at its own expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and other applications, make all assignments and rightful oaths, and generally do everything possible to aid the Assignee, its successors, assigns, and nominees to obtain and enforce proper protection for the GlobalTranz Intellectual Property in all countries, and asserts that it will not execute any agreements inconsistent therewith. Without limiting the foregoing, Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as the Assignor's agent and attorney-in-fact to act for and on its behalf and instead of the Assignor, to execute and file any documents, applications or related filings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this paragraph, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations, or other rights in connection with the GlobalTranz Intellectual Property and improvements thereto with the same legal force and effect as if executed by the Assignor.

4. **Domain Names.** At its own expense, the Assignor will promptly and properly complete and submit, to its registrar for the Domain Names, any and all instructions necessary to transfer ownership as registrant of the Domain Names to the Assignee. The Assignor will, at its own expense, promptly execute and deliver all necessary documents and take any action reasonably requested by the Assignee necessary to carry out the intentions of this Assignment.

5. **Assignor's Cessation of Use of the GlobalTranz Intellectual Property.**

a. Commencing on the date hereof, the Assignor will: (i) provide to the Assignee all existing documentation in the Assignor's possession necessary to fully produce and exploit all trade secrets and other confidential information that relates to the GlobalTranz Intellectual Property, (ii) destroy all remaining copies of all printed or electronic media in the Assignor's possession relating to such documentation, trade secrets and confidential information, and (iii) cease all use and development of, and forever refrain from using in any manner, the trade secrets and any confidential information that relates to the GlobalTranz Intellectual Property.

b. Commencing on the date hereof, the Assignor will immediately cease all use, and will forever refrain from using, any words, names, slogans, symbols, or logos (or anything confusingly similar thereto) as they appear in the GlobalTranz Intellectual Property, including but not limited to use of any entity name, slogan, product name, on any website, as a service mark, trademark, domain name, URL, meta tag, directory search term, or a component of any of the foregoing.

6. **Waiver of Moral Rights.** The Assignor hereby irrevocably waives all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the GlobalTranz Intellectual Property and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country's copyright law,

including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law.

7. **Irrevocable and Binding Assignment.** The Assignor acknowledges that this Assignment is irrevocable and binding on the Assignor's successors and assigns. The Assignor does not have the right to: (a) rescind any of the rights or waivers granted herein; (b) enjoin, restrain or otherwise hinder the Assignee's exercise of any of the rights granted herein; or (c) enjoin, restrain, or otherwise hinder, by court order or otherwise, the use, sale, license, translation, copying, duplication, recording, broadcasting, distribution, performance, display, addition to, subtraction from, arrangement, rearrangement, revision, modification, change, adaptation or other exploitation of the GlobalTranz Intellectual Property and any derivative works thereof.

8. **Governing Law.** This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without reference to any choice of law rules that would result in the application of the laws of another jurisdiction.

9. **Counterparts.** This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment or the terms hereof to produce or account for more than one (1) of such counterparts.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above written.

ASSIGNOR:

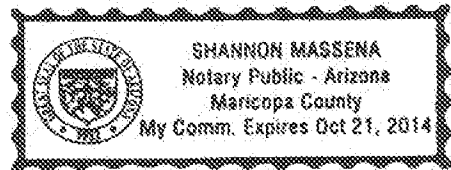
GlobalTranz Network LLC

By: [Signature]
Name: Andrew J. Leto
Title: Manager
Address: _____

STATE OF Arizona
COUNTY OF Maricopa

On this 5 day of January, 2011, before me, a Notary Public in and for the State and County foresaid, personally appeared Andrew J. Leto, known by me to be the person above named and a manager of GlobalTranz Network LLC, who is duly authorized to execute this Assignment on behalf of GlobalTranz Network LLC and who signed and executed the foregoing instrument on behalf of GlobalTranz Network LLC.

Notary Public: Shannon Massena
My Commission Expires: 10-21-14



ASSIGNEE:

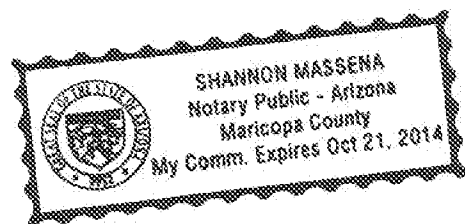
GlobalTranz Enterprises, Inc.

By: [Signature]
Name: Andrew J. Leto
Title: President + CEO
Address: _____

STATE OF Arizona
COUNTY OF Maricopa

On this 5 day of January, 2011, before me, a Notary Public in and for the State and County foresaid, personally appeared Andrew J. Leto, known by me to be the person above named and an officer of GlobalTranz Enterprises, Inc., who is duly authorized to execute this Assignment on behalf of GlobalTranz Enterprises, Inc. and who signed and executed the foregoing instrument on behalf of GlobalTranz Enterprises, Inc.


Notary Public: Shannon Massena
My Commission Expires: 10-21-14



SCHEDULE A

GlobalTranz Intellectual Property

Registered Trademarks and Pending Trademark Applications (Federal)

Mark	Registration No.	Registration Date
GLOBALTRANZ	3,083,325	4/18/2006
	3,364,598	1/8/2008

Registered Trade Names (State)

Name	Registration No.	Registration Date
Carrierrate.com	324208 (Arizona)	7/22/2004

Common Law Trademarks and Service Marks

CARRIERRATE.COM

Domain Names

Domain	Created on	Expires on
myglobaltranz.com	12/18/2009	12/18/2011
GlobaltranzAgents.com	3/25/2010	3/25/2011
GlobaltranzReviews.com	6/9/2010	6/9/2011
GlobaltranzIti.com	3/25/2010	3/25/2011
GlobaltranzNetwork.com	3/25/2010	3/25/2011
carrierrate.com	3/19/2004	3/19/2019
globaltranz.com	5/18/2004	5/18/2018
myiti.net	10/26/2009	10/26/2012