

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
Mrs Sharon Cochrane		05/14/2012	INDIVIDUAL: CANADA
RECEIVING PARTY DATA			
Name:	Cheerz USA Inc		
Street Address:	1970 N. Leslie St. Unit 495		
City:	Pahrump		
State/Country:	NEVADA		
Postal Code:	89060		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78663106	CHEERZ	
Serial Number:	85044870	INTELLISHOT	
Serial Number:	85044895	ITABS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7137846259		
Email:	pcmcgrath@att.net		
Correspondent Name:	Patrick McGrath		
Address Line 1:	427 W. Cowan		
Address Line 4:	Houston, TEXAS 77007		
NAME OF SUBMITTER:	Patrick C. McGrath		
Signature:	/Patrick C McGrath/		

OP \$90.00 78663106

900227438

TRADEMARK
 REEL: 004814 FRAME: 0796

Date:

07/03/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made effective this 14 day of May, 2012 (the "Effective Date"), by and between Sharon Cochrane, in her individual capacity, and on behalf of, and as executrix and beneficiary of the estate of, the late Patrick Cochrane (collectively, "Assignor") and CHEERZ USA, INC., a corporation organized under the laws of the State of Nevada ("Assignee").

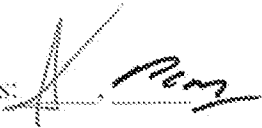
WHEREAS, Assignor and Assignee have agreed that, for the valuable consideration to Assignor of enhancing the value of Assignor's equity interest in Assignee by facilitating the execution and performance of a joint venture agreement between Assignee and a third party, Assignor wishes to transfer and assign to Assignee all of its right, title and interest in and to the trademarks set forth on Exhibit A attached hereto (the "Marks"), along with all goodwill pertaining thereto; and the parties wish to evidence this absolute transfer of rights by this instrument of assignment. Accordingly:

1. Assignor hereby irrevocably assigns and transfers to Assignee, and Assignee hereby accepts, Assignor's entire right, title and interest in and to the Marks in all jurisdictions worldwide, together with all the goodwill of the business associated therewith and symbolized thereby, and any trademark registrations and trademark applications Assignor has filed in the United States Patent and Trademark Office with respect to the Marks, along with any priorities, rights or registrations resulting therefrom; and any and all rights and causes of action to recover past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which Assignor is or would have been entitled had the Assignment not been made.

2. The Marks are to be held and enjoyed by Assignee in the manner contemplated herein for the use and benefit of Assignee, and its respective representatives, successors, and assigns, as fully and entirely as the same would be held and enjoyed by Assignor had this Assignment not been made.

3. Assignor agrees, for itself and its successors, with said Assignee and its successors and assigns, but solely at Assignee's expense, hereafter to execute all reasonable applications, amended specifications, deeds or other instruments, and to do all reasonable acts necessary or proper to secure the grant of registered trademarks in the United States and in all other countries to Assignee, in such form as shall be reasonably approved by the board of Assignee and to vest and confirm in Assignee its successors and assigns, the legal title to all such trademarks.

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Initials of Executing Parties: 

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

ASSIGNOR:

Sharon Cochrane her individual capacity, and on behalf of, and as executrix and beneficiary of the estate of, the late Patrick Cochrane.

Signature: Sharon Cochrane

Print Name: S. COCHRANE

Acknowledged and Agreed:

ASSIGNEE:

CHEERZ USA, INC.

By: P. McGrath
Print Name: Patrick McGrath
Title: CEO, Cheerz USA

Exhibit A

Trademarks to be Assigned

Country	Current Owner	Mark-Appl./ Ser. & Reg. No.
United States	Assignor	CHEERZ Serial No: 78663106 Reg. No: 3295004
United States	Assignor	INTELLISHOT Serial No: 85044870 Reg. No: 3903723
United States	Assignor	ITABS Serial No: 85044895 Reg. No: (Registration Pending)