

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
World Avenue Holdings, LLC		08/31/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Selling Source, LLC
Street Address:	325 E. Warm Springs Rd., Suite 200
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89119
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3365224	FREELAPTOPNATION.COM
Registration Number:	3365226	FREENATION.COM
Registration Number:	3465413	GETMYFREELAPTOP.COM
Registration Number:	3604626	GIFT REWARD CENTER
Registration Number:	3563049	IWANTMYFREELAPTOP.COM

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: brad.norton@sellingsource.com

Correspondent Name: Bradford Norton

Address Line 1: 325 E. Warm Springs Rd., Suite 200

Address Line 4: Las Vegas, NEVADA 89119

NAME OF SUBMITTER:	Bradford Norton
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OP \$140.00 3365224

Signature:	/Bradford Norton/
Date:	12/21/2012
Total Attachments: 4 source=WA Holdings to SS#page1.tif source=WA Holdings to SS#page2.tif source=WA Holdings to SS#page3.tif source=WA Holdings to SS#page4.tif	

**BILL OF SALE
AND
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT** dated August 31, 2010 (this "Agreement") among World Avenue Holdings, LLC ("Assignor") and Selling Source, LLC ("Assignee"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Transaction and Purchase Agreement, of even date herewith, by and among Assignor, Assignee, and certain other parties thereto (the "Purchase Agreement").

W I T N E S S E T H:

WHEREAS, the Assignor desires to convey, sell, transfer, assign and all of the Acquired Assets owned by it, and the Assignee desires to acquire such Acquired Assets and to assume the Liabilities associated therewith in accordance with Section 2.2(d)(ii) of the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree, acknowledge and declare as follows:

A. Bill of Sale and Assignment. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, transfer, assign and deliver unto the Assignee, and its successors and assigns forever, all right, title, interest and claims of the Assignor in and to the Acquired Assets free and clear of all Encumbrances. It is specifically understood and agreed by the parties hereto that Assignor is contributing, transferring, conveying, assigning and delivering to Assignee all of Assignor's right, title, interest and claims to the Acquired Assets. The Acquired Assets are defined more specifically in the Definitions Addendum to the Purchase Agreement.

The Assignor, for itself and its successors, hereby covenants to and with the Assignee, its successors and assigns, that it is the lawful owner of said Acquired Assets; that it has good right to sell the same as aforesaid; and that it will warrant and defend title to the same against the lawful claims and demands of all persons whomsoever. The Assignor represents to the Assignee that it will execute such other documents as may be reasonably necessary to carry out the purpose and intention of this Agreement.

B. Liabilities Assumed by the Assignee. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignee hereby agrees to assume and agrees to pay, perform and discharge the Liabilities of the Assignee. The Assignee agrees to pay, satisfy and discharge in accordance with their terms (subject to any defenses or claimed offsets asserted in good faith against the obligee to whom such liabilities, payments and obligations are owed) all of the Liabilities. The Liabilities are described more specifically in Section 2.2(d)(ii) of the Purchase Agreement.

C. Further Assurances. Each of the parties hereto hereby covenants and agrees that it will, at the request of the other party and without further consideration, execute and deliver, and will cause the employees of the other party to execute and deliver, such other instruments of sale, transfer, conveyance and assignment, and take such other action, as may reasonably be necessary or appropriate to more effectively carry out the purpose and intent of this Agreement.

NJI

D. No Limitation on Rights or Remedies. Nothing contained in this Agreement is intended to limit any of the rights or remedies available to the Assignee or Assignor or any of the other Parties under the Purchase Agreement or any of the Transaction Documents.

E. Entire Agreement. This Agreement, the Purchase Agreement and the Transaction Documents set forth the entire understanding of the parties hereto and supersede all prior agreements and understandings, oral or written, between the parties hereto relating to the subject matter hereof and thereof.

F. Severability. In the event that any provision of this Agreement, or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law.

G. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

H. Governing Law and Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the domestic substantive laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction and any Disputed Claim shall be subject to Section 12.8(b) and (c) of the Purchase Agreement.

I. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but together shall constitute the same instrument; and signatures delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, shall be given the same legal force and effect as original signatures.

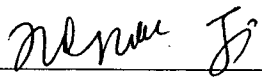
[Signature Page Follows]

NJI

IN WITNESS WHEREOF, the undersigned have executed and delivered this Bill of Sale and Assignment and Assumption Agreement on the date first above written.

The Assignor:

WORLD AVENUE HOLDINGS, LLC

By: 
Name: Niuniu Ji
Title: Chairman

The Assignee:

SELLING SOURCE, LLC

By: _____
Name: Sam Humphreys
Title: Chairman

IN WITNESS WHEREOF, the undersigned have executed and delivered this Bill of Sale and Assignment and Assumption Agreement on the date first above written.

The Assignor:

WORLD AVENUE HOLDINGS, LLC

By: _____
Name: Niuniu Ji
Title: Chairman

The Assignee:

SELLING SOURCE, LLC

By: Sam W. Humphreys
Name: Sam Humphreys
Title: Chairman