

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 U.S.A., 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:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3236417	DELIVERING THE PEOPLE BEHIND THE NUMBERS	
Registration Number:	3168505	THEUSEFUL	
Registration Number:	3239162	THEUSEFUL	
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>			
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		
Signature:	/Bradford Norton/		
Date:	12/21/2012		

OP \$90.00 3236417

Total Attachments: 4

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**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 USA, 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").

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, the Assignor desires to convey, sell, transfer, and assign 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;

WHEREAS, in connection with the Purchase Agreement, Assignor desires to convey, sell, transfer and assign all of its interest in the Lease Agreement dated May 11, 2007, pursuant to which Assignor leased from N/S Sawgrass Office Associates, LLC, a Delaware limited liability company, Suite 100 in Building C, containing approximately 36,300 rentable square feet in the Building located at 1613 North Harrison Parkway, Sunrise, Florida 33323 (the "Lease"), subject to the negotiated sublease agreement dated August 31, 2010 by and between NA Technology Support, LLC, a Delaware limited liability company, and Assignee (the "Sublease").

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. Effective as of the Closing, 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. Notwithstanding anything to the contrary herein, the Assignor hereby assigns to the Assignee all of Assignor's right, title and interest in and to the Lease, and Assignee agrees to be bound by and assume all obligations of the "Tenant" under the Lease which arise on and after the Effective Date. 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. Assignor hereby represents and warrants that, as of the Effective Date, Assignor has not previously assigned, hypothecated or otherwise disposed of Assignor's right, title or interest in, to or under the Lease. 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.

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Assignee agrees that it has inspected the "Premises" (as defined in the Lease) and is taking the same, together with all built-in fixtures, cabinets, book shelves, appliances and all other leasehold improvements located in the Premises, and accepts the same in an "AS-IS" condition, and subject to Landlord's maintenance and repair obligations set forth in the Lease. Assignor does hereby release and relinquish any and all rights and claims of any kind whatsoever, if any, to the Premises and hereby assigns to Assignee all right, title and interest which Assignor has in and to any leasehold improvements in the Premises.

B. Liabilities Assumed by the Assignee. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and on the terms and subject to the conditions set forth in Section 2.2(d)(ii) of the Purchase Agreement, Assignee hereby agrees to assume and 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.

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]

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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 USA, LLC

By: Niuniu Ji

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 USA, LLC

By: _____
Name: Niuniu Ji
Title: Chairman

The Assignee:

SELLING SOURCE, LLC

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

Signature Page - WA USA Bill of Sale and Assignment and Assumption Agreement