

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
CAM COMMERCE SOLUTIONS INC.		03/06/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	MicroBiz LLC		
Street Address:	655 Oak Grove Avenue, #493		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94026-0493		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1822099	MICROBIZ	
CORRESPONDENCE DATA			
Fax Number:	6504404870		
Phone:	6508305123		
Email:	kevin.kogler@microbiz.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kevin Kogler		
Address Line 1:	655 Oak Grove Avenue, #493		
Address Line 4:	Menlo Park, CALIFORNIA 94026-0493		
NAME OF SUBMITTER:	Kevin Kogler		
Signature:	/kevinkogler/		

Total Attachments: 7

source=MicroBiz Trademark Assignment Agreement executed 3.6.13#page1.tif

source=MicroBiz Trademark Assignment Agreement executed 3.6.13#page2.tif

source=MicroBiz Trademark Assignment Agreement executed 3.6.13#page3.tif

source=MicroBiz Trademark Assignment Agreement executed 3.6.13#page4.tif

source=MicroBiz Trademark Assignment Agreement executed 3.6.13#page5.tif

source=MicroBiz Trademark Assignment Agreement executed 3.6.13#page6.tif

source=MicroBiz Trademark Assignment Agreement executed 3.6.13#page7.tif

TRADEMARK ASSIGNMENT

~~February~~ ^{March} This Trademark Assignment (the "Assignment") is made and effective as of ~~February~~ ^{March} [6], 2013 ("Effective Date") by and between CAM Commerce Solutions Inc., a corporation (the "Assignor") and MicroBiz LLC, a limited liability company (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor (i) has registered certain trademarks listed on Schedule 1 attached hereto and made a part hereof (collectively, the "Marks")

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Marks; and

WHEREAS, the Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Marks; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT OF MARKS.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) the Marks referred to in Schedule 1 hereto; and
- (b) the registrations and applications for registrations each such Mark.

2. CONSIDERATION.

Consideration for the assignment of the Marks and the Assignor's representations and warranties (the "Consideration"), was included in the Bill of Sale dated March 5, 2012 by and between New CAM Commerce Solutions LLC (as successor to CAM Commerce Solutions Inc.), Robertson Piper Software Group Inc. and Assignee.

3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the Marks;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Marks or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

4. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

5. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Marks for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Marks, reasonably necessary to record the assignment in the United States.

6. NO FURTHER USE OF MARKS.

After the Effective Date, the Assignor agrees to make no further use of the Marks or any marks confusingly similar thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Marks.

7. INDEMNIFICATION.

The Assignor shall have no other obligations or liability in the event that any of the Marks infringe on any United States trademark or trade secret of a third party not affiliated with the Assignee, and shall have no other obligation of indemnification or to defend or hold harmless relating to infringement. The Assignor shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any liability whatsoever if the infringement is based on any altered, changed, or modified form of the Marks not made by the Assignor.

8. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

9. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

10. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:

Jan Goldman
Cellvant Technology
4830 Arthur Kill Road
Staten Island, NY 10309

If to the Assignee:

Kevin Kogler
President & CEO
MicroBiz LLC

655 Oak Grove Avenue #493
Menlo Park, CA 94026-0493

11. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of California. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

12. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

13. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

14. ENTIRE ASSIGNMENT.

This Assignment, together with Schedule 1, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

15. HEADINGS.

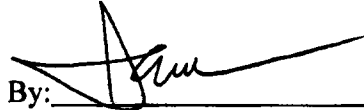
Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR

NEW



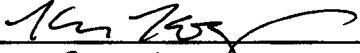
By: _____

Name: IVO GOLDMAN

Title: PRESIDENT

ASSIGNEE

[ASSIGNEE NAME] MicroBiz LLC

By: 
Name: Kevin Kay
Title: president

SCHEDULE 1

LIST OF TRADEMARKS

Trademark	Registration Number	Date of Registration
MICROBIZ	1822099	February 15, 1994

MicroBiz – CAM Commerce Trademark Assignment