900254458 05/06/2013

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
The Genesis Group, Inc.		05/02/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	AFS Technologies, Inc.	
Street Address:	2141 East Highland Ave., Suite 100	
City:	Phoenix	
State/Country:	ARIZONA	
Postal Code:	85016	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3241914	CONTRACTPRO

CORRESPONDENCE DATA

Fax Number: 6023826000

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

Mail.

Email: IPDOCKET@swlaw.com

Correspondent Name: Alex C. Thoreen

Address Line 1: 400 East Van Buren Street
Address Line 4: Phoenix, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER:	59346.2300
NAME OF SUBMITTER:	Alex C. Thoreen
Signature:	/Alex C. Thoreen/
Date:	05/06/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "<u>Agreement</u>"), dated as of May 2, 2013, is made by The Genesis Group, Inc., a Florida Corporation ("<u>Assignor</u>"), for the benefit of AFS Technologies, Inc., a Delaware Corporation ("<u>Assignee</u>").

WHEREAS, Assignor owns the trademark identified in Exhibit A, attached hereto, and owns other transferable rights related thereto;

WHEREAS, Assignor has agreed to contribute, sell, grant, convey, transfer and assign to Assignee the trademarks identified in Exhibit A; and

WHEREAS, Assignor has designated its rights to acquire the trademarks identified in Exhibit A to Assignee;

NOW THEREFORE, in consideration of the recitals, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor confirms that it sold, assigned, set over and transferred unto Assignee and, to the extent required to confirm such transfer, hereby sells, assigns, sets over and transfers unto Assignee, its successors, legal representatives or assigns, the entire right, title and interest in and to the trademarks and trademark applications listed in Exhibit A hereto, including all goodwill associated therewith, and all priority rights under applicable international, multilateral and bilateral treaties and conventions; in and to any other trademarks and trademark applications which claim priority from the trademarks and trademark applications listed in Exhibit A hereto, including but not limited to all counterparts, equivalents, extensions, renewals, reinstatements and restorations of said trademarks and trademark applications; and in and to any and all trademarks obtained on any of the trademark applications listed in Exhibit A hereto; all of the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, legal representatives or assigns, for the full terms for which said trademarks have been or will be granted;

AND ASSIGNOR HEREBY sells, assigns, sets over and transfers unto Assignee and its successors, legal representatives or assigns, the right and power to sue and recover for all past, present and future infringement of said trademarks and trademark applications in the United States and all other foreign countries, including the right to retain for its own exclusive use and enjoyment all proceeds and other recovery from such infringement suits;

AND ASSIGNOR HEREBY authorizes and requests the United States Patent and Trademark Office and any other foreign trademark issuing authorities to issue any and all trademarks on said applications to Assignee as sole Assignee.

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IN WITNESS WHEREOF, the under the above and fully understanding the content	rsigned have hereunto set their hands having fully read as and/or provisions thereof.
	ASSIGNOR:
	THE GENESIS GROUP, INC.
	By: Mark K. Schona
	Name: Whake the Delwan
	Title: CFO

Exhibit A

U.S. Trademark Application

Title	Registration No.	Owner	Reg. Date
CONTRACTPRO	3,241,914	The Genesis Group, Inc.	5/15/2007

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