

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
Franchise Services, Inc.		12/30/2005	CORPORATION: CALIFORNIA
Imaging Solutions and Services, Inc.		12/30/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Franchise Services, Inc.		
Street Address:	26722 plaza drive		
City:	mission viejo		
State/Country:	CALIFORNIA		
Postal Code:	92691		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78601429	BETTER CHOICE CARTRIDGES	
CORRESPONDENCE DATA			
Fax Number:	(949)348-5062		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-282-3820		
Email:	cpilliod@franserv.com		
Correspondent Name:	cathleen m. pilliod		
Address Line 1:	26722 plaza drive		
Address Line 4:	mission viejo, CALIFORNIA 92691		
NAME OF SUBMITTER:	Cathleen M. Pilliod		
Signature:	/cathleen m. pilliod/		
Date:	01/13/2006		

OP \$40.00 78601429

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made and entered into as of the Effective Date, by and between Imaging Solutions and Services, Inc., a California corporation ("Assignor") and Franchise Services, Inc., a California corporation ("Assignee"), both located at 26722 Plaza Drive, Mission Viejo, CA 92691.

WHEREAS, Assignor owns the trademark "BETTER CHOICE CARTRIDGES" for remanufactured ink and toner cartridges and various other related goods and services, and all business and activities incidental thereto, together with United States Trademark application serial number 78601429 filed April 4, 2005, in international classes 2, 9, 16, 35 and 37 (collectively, the "Trademark"), and has the right to assign all right, title and interest in and to the Trademark; and,

WHEREAS, Assignor desires to assign the Trademark to Assignee and Assignee desires to obtain all of Assignor's right, title and interest in and to the Trademark;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest worldwide in the Trademark, and its U.S. pending trademark application, together with the goodwill symbolized by the Trademark and together with the right to sue for past, present and future infringements or other violations of the Trademark.
2. Assignor represents and warrants that it owns valid and existing rights in the Trademark and its U.S. pending application for registration that are capable of being assigned to Assignee.
3. Assignor knows of no adverse claims of ownership to the Trademark or of any existing state of facts that would support a claim that use by Assignee of the Trademark anywhere in the world infringes or otherwise violates any trademark right of any other person.
4. To Assignor's knowledge, no consents or agreements of any third party or governmental body are necessary for the execution, delivery, performance or observance by Assignor of its obligations under this Agreement.
5. Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has the requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

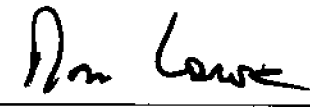
6. This Agreement shall be governed by the laws of the State of California. The parties further agree to resolve all disputes in Orange County, California, through arbitration according to the rules of The American Arbitration Association. The prevailing party in any action at law or in equity or other proceeding shall be entitled to its reasonable attorneys' fees and other costs reasonably incurred in such action or proceeding. It constitutes the entire agreement between the parties and may not be altered, amended or modified except by written agreement signed by the parties hereto. If any provision in this Agreement is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force. Any notice required by this Agreement shall be writing, delivered in person, or by registered mail with return receipt requested addressed to the parties at their addresses set forth in the initial paragraph of this Agreement or at such other address as may from time to time be substituted therefore by notice in writing sent by the party changing its address. Failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to force or take advantage of such provision.

The Effective Date of this Agreement is the date on which it is executed by a duly authorized officer of Assignor.

IMAGING SOLUTIONS AND SERVICES, INC.
Assignor

FRANCHISE SERVICES, INC.
Assignee

By: 
Daniel Beck

By: 
Don Lowe

Name/Title: President

Name/Title: President

Date: December 30, 2005.

Date: December 30, 2005