# 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
COMMUNITY ALERT NETWORK, INC.		02/03/2006	CORPORATION: NEW YORK

## **RECEIVING PARTY DATA**

Name:	CAN ACQUISITION CORP.	
Street Address:	28202 CABOT ROAD, SUITE 650	
City:	LAGUNA NIGUEL	
State/Country:	CALIFORNIA	
Postal Code:	92677	
Entity Type:	CORPORATION: DELAWARE	

# PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78481732	CAN
Registration Number:	2904771	CAN COMMUNITY ALERT NETWORK

## **CORRESPONDENCE DATA**

Fax Number: (215)979-1020

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-979-1282

Email: Lfgould@duanemorris.com
Correspondent Name: LEWIS F. GOULD, JR.
Address Line 1: 30 SOUTH 17TH STREET

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	D4803-00009
NAME OF SUBMITTER:	LEWIS F. GOULD, JR.
Signature:	/lfg/
	TRADEMARK

TRADEMARK REEL: 003391 FRAME: 0341

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Date:	09/15/2006
Total Attachments: 3 source=CANast1#page1.tif source=CANast2#page1.tif source=CANast3#page1.tif	

TRADEMARK REEL: 003391 FRAME: 0342

#### TRADEMARK AND TRADE NAME ASSIGNMENT AGREEMENT

This TRADEMARK AND TRADE NAME ASSIGNMENT AGREEMENT ("Assignment Agreement") is made effective as of February 3, 2006, by and between COMMUNITY ALERT NETWORK, INC., a New York corporation (the "Assignor"), and CAN ACQUISITION CORP. (the "Assignee"), a Delaware corporation, which is a wholly owned subsidiary of GenuTec Business Solutions, Inc., a Montana corporation.

#### RECITAL

WHEREAS, the parties have entered into that certain Asset Purchase Agreement dated as of February 3, 2006 (the "Asset Purchase Agreement"), which provides for Assignee to purchase the business and certain of the assets of the Assignor, a list and description of which are set forth in Schedule 1.1 and Schedule 2.2 of the Asset Purchase Agreement (the "Purchased Assets"). Terms with initial capital letters in this Agreement that are not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

Now, THEREFORE, for the consideration set forth in <u>Section 2</u> of the Asset Purchase Agreement, receipt of which is hereby acknowledged by the Selling Parties:

- 1. <u>Marks</u>. The term "Marks" means any and all trademarks, trade names, service marks, logos, designs or emblems, now existing or hereafter created, and any and all registrations and applications for registrations therefor, and all reissues, renewals or extensions thereof.
- 2. <u>Assigned Marks</u>. The term "Assigned Marks" refers to any and all Marks owned or controlled by Assignor which include the words "Community Alert Network" or "CAN" including, without limitation, the marks described in <u>Section 1.1(d)</u> of the Asset Purchase Agreement.
- 3. Assignment. Assignor hereby assigns and conveys to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, and Assignee hereby accepts and receives all of Assignor's right, title and interest in and to the Assigned Marks (including the related goodwill throughout the world). These rights shall include, but shall not be limited to, all rights to use, copy, modify and exploit the Assigned Marks, the right to exclude others from using the Assigned Marks, the right to license, assign, convey, and pledge the Assigned Marks to others, the right to sue others and to collect damages for past, present and future infringements of the Assigned Marks, the right to create derivatives of the Assigned Marks and to retain full ownership of such derivatives, and the right to file and prosecute applications to protect trademark rights in the Assigned Marks.
- 4. <u>Transfer of Ownership of Trademark and Trade Name Registrations</u>. Assignor hereby transfers to Assignee all right, title, and interest in any trademark or trade name registrations and applications pertaining to the Assigned Marks (including the related goodwill throughout the world). Assignor further agrees to execute any necessary documents to transfer any such registrations and applications.

(signature page follows)

TRADEMARK
REEL: 003391 FRAME: 0343

IN WITNESS WHEREOF, the parties have executed this TRADEMARK AND TRADE NAME ASSIGNMENT AGREEMENT as of the date first above written.

## Assignee:

CAN ACQUISITION CORP., a Delaware corporation

Name: Roy Cox Title: President

Assignor:

COMMUNITY ALERT NETWORK, INC.,

A New York corporation

Name: Ken Baechel Title: President

# **SCHEDULE A**

# **United States - Registered Trademark**

Registration No.	<u>Mark</u>	Registration Date
2,904,771	CAN COMMUNITY ALERT NETWORK	November 23, 2004

# <u>United States – Trademark Application</u>

Application No.	<u>Mark</u>	Filing Date
78/481,732	CAN	September 10, 2004

TRADEMARK REEL: 003391 FRAME: 0345

**RECORDED: 09/15/2006**