

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NOVACON, LLC		10/31/2006	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GEH Technologies, LLC		
<b>Street Address:</b>	180 N LASALLE ST.		
<b>Internal Address:</b>	STE 2700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2298763	NOVACON	
Registration Number:	2164056	CYBERBIZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)264-2448		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	bsugar@schwartzcooper.com, docket@schwartzcooper.com		
<b>Correspondent Name:</b>	Bryan Sugar		
<b>Address Line 1:</b>	180 North LaSalle		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	NOVACON ASSIGNMENT		
<b>NAME OF SUBMITTER:</b>	Bryan Sugar		
<b>Signature:</b>	/Bryan Sugar/		

CH \$65.00 2298763

Date:

11/02/2006

**Total Attachments: 4**

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## ASSIGNMENT OF RIGHTS AGREEMENT

This ASSIGNMENT OF RIGHTS AGREEMENT ("Agreement") is entered into this 31st day of October, and is by and among NOVACON HOLDINGS, LLC, an Illinois limited liability company ("Assignor") and GEH TECHNOLOGIES, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor is in the business of providing telecommunications and internet service, together with web development, web hosting and other managed services to businesses in Illinois (the "Business");

WHEREAS, pursuant to the Asset Purchase Agreement entered into between Assignor and Assignee dated as of July 15, 2006, Assignor sold to Assignee all of Assignor's intangible assets in connection with the operation of the Business, including all copyrightable works, patentable works, trademarks, trade names, service marks, domain names, trade secrets, processes, inventions, and formulae, including any applications or registrations of such works applied for, issued to or owned by the Assignor or under which the Assignor or the Business is licensed, including but not limited to, the specific intellectual property attached as Exhibit A to this Agreement (the "NOVACON IP").

WHEREAS, Assignor and Assignee wish to memorialize the proper transfer of the NOVACON IP to Assignee.

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby irrevocably transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee all of Assignor's ownership, right, title, and interest in and to the NOVACON IP, in perpetuity (or for the longest period of time otherwise permitted by law), including, without limitation all ownership, right, title, interest, and benefit of Assignor throughout the world to:

- (a) all United States and foreign patents and patent applications, patent license rights and patentable inventions related to the Business and all rights to exclude others from making, using, offering for sale, selling and importing the NOVACON IP under patent law;
- (b) all United States and foreign copyrights embodied in the NOVACON IP and all rights to copy, reproduce, prepare derivative works based upon, distribute, display and perform the NOVACON IP, and to perform the NOVACON IP by means of a digital audio transmission, under copyright law;
- (c) all trade secrets of the Business and all rights to use and disclose the NOVACON IP under trade secret law;

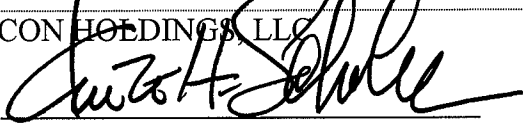
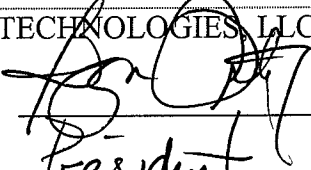
- (d) all trademarks, service marks, trade dress, trade identities and trade names associated or used in connection with the Business and all good will symbolized by and appurtenant to those trademarks, service marks, trade dress, trade identities, and trade names;
- (e) all technology licenses, know-how, confidential information, shop rights, mask works, moral rights or “droit moral” (to the extent assignable), and all other intellectual property rights owned or claimed by Assignor embodied in the NOVACON IP; and
- (f) all powers and privileges of Assignor, in, to, and under all technical data, drawings, prototypes, engineering files, system documentation, flow charts, and design specifications acquired or developed by Assignor in connection with the development of the programming, inventions, processes, and apparatuses entailed by the NOVACON IP.

2. Assignor does, to the extent permitted by law, hereby waive all claims of any proprietary or moral rights (or droit moral) in the NOVACON IP or any derivative works based on the NOVACON IP.

3. In furtherance of this Assignment, Assignor hereby irrevocably assigns to Assignee and Assignor acknowledges that, from this date forward, Assignee has succeeded to all of Assignor’s right, title, and standing to:

- (a) receive all rights and benefits (including, without limitation, any litigation proceeds) pertaining to the NOVACON IP;
- (b) institute and prosecute all actions, suits, claims and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the NOVACON IP, including, without limitation, all actions, suits, claims and proceedings related to past, present and future infringements, violations and misappropriations of the NOVACON IP under copyright, patent, trademark, trade secret and other intellectual property laws;
- (c) defend and compromise any and all actions, suits, or proceedings, including, without limitation, all actions, suits, claims and proceedings related to past, present and future infringements, violations and misappropriations, relating to such transferred and assigned rights, title, interest, and benefits and the NOVACON IP generally, and
- (d) do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

IT IS AGREED:

NOVACON HOLDINGS, LLC	GEH TECHNOLOGIES, LLC
By: <u></u>	By: <u></u>
Title: <u>MANAGER</u>	Title: <u>President</u>
Date: <u>OCT 31, 2006</u>	Date: <u>10.31.06</u>

## **Exhibit A**

### **Trademarks**

1. CYBERBIZ, including Trademark Registration No. 2,164,056
2. NOVACON, including Trademark Registration No. 2,298,763

### **Domain Names**

1. NOVACON.COM
2. NOVACON.NET

### **Copyright**

1. Copyright Reg. No TX-5-099-204 for Novacon website