

USPTO

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TO: JOHN GUERTIN COMPANY: 1060 MINNESOTA AVE. #4

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**03/14/2007**  
**900071628**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
<b>EFFECTIVE DATE:</b>	11/17/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WEBAGENCIES.COM, INC. WHO WILL DO BUSINESS IN CALIFORNIA UNDER THE NAME WORLD WIDE WEBAGENCIES.COM, INC.		11/17/2005	COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	Quotit Corporation
<b>Street Address:</b>	84 DISCOVERY
<b>City:</b>	Irvine
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92618
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Serial Number:</b>	78065890	NEXTELEVATION
<b>Registration Number:</b>	2750235	NEXTELEVATION

**CORRESPONDENCE DATA**

**Fax Number:** (408)885-1935  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 408-885-1933  
**Email:** jguertin@webagencies.com  
**Correspondent Name:** John Guertin  
**Address Line 1:** 1060 Minnesota Ave. #4  
**Address Line 4:** San Jose, CALIFORNIA 95125

**NAME OF SUBMITTER:** John Guertin

OP 565.00 7410638310

TO: JOHN GUERTIN COMPANY: 1080 MINNESOTA AVE. #4

Signature:	/John Guertin/
Date:	03/14/2007
Total Attachments: 2 source=nextelevation-logo-on85x11#page1.tif source=nextelevation-logos#page1.tif	

### ASSET SALE AGREEMENT

This AGREEMENT is entered into and effective on this the 7<sup>th</sup> day of November, 2005 by and between WEBAGENCIES, INC., a Delaware corporation, ("Seller"), and Quotit Corporation, a California Corporation, ("Buyer"). Buyer agrees to purchase, subject to the following terms and conditions, certain assets from Seller, and in particular, the intellectual property rights associated with Seller's business.

### RECITALS

A. WHEREAS it is the intent of Buyer to purchase Seller's assets as listed on Exhibit A of this AGREEMENT (the "Assets"), and its customer list, as listed on Exhibit B of this AGREEMENT (the "customers"), including trade names, all related software including related source code, object code, technical documentation, marketing materials and copyrights related thereto, patches, upgrades, and fixes related to any software, web applications, and all rights associated with the referenced in Exhibit A, and variations and any other intellectual property, along any such other assets as designated and endorsed herein; and to the extent that Seller does not have a full ownership interest in any designated asset, this document shall operate as an assignment of whatever interest seller has therein; The domain names will transfer to Quotit, but shall point to a Webagencies.com marketing page for the first 18 months of this agreement. The Webagencies.com marketing page will exclusively promote the sale of Quotit products and services.

### TERMS & CONDITIONS

1. Buyer represents and warrants that it is a corporation duly organized under the State of California and has legal capacity to contract under the laws of the State of California.
2. Seller represents and warrants that it is a corporation duly organized under the laws of the State of Delaware and is under no disability to contract under the laws of the state of California. Further, Seller warrants that it is the legal owner of all rights purportedly owned or assigned by it as referenced under this AGREEMENT, and has capacity and standing to sell and transfer the same. Seller shall disclose on a separate schedule all assets which are not owned outright by Seller.
3. Seller shall sell to Buyer and Buyer shall purchase from Seller certain assets of the business of Seller as described in this Agreement and the exhibits attached hereto.

To Buyer: Quotit Corporation  
8105 Irvine Center Drive  
Suite 1240  
Irvine, California 92618

To Seller: WebAgencies, Inc.  
1060 Minnesota Avenue, Suite 4  
San Jose, Ca 95125

20. This AGREEMENT shall be construed in accordance, and governed by, the laws of the State of California. The Seller and Buyer agree that the Courts of the County of Orange, California, shall have exclusive jurisdiction related to this AGREEMENT.

ACKNOWLEDGED AND AGREED TO:

Buyer:

Quotit Corporation  
a California Corporation.

Dated: 11/9/05

By: 

David Smithson, President

Seller:

WebAgencies, Inc.  
A California Corporation

Dated: 11-7-2005

By: 

John Guertin, President

## EXHIBIT A

## LIST OF ASSETS

1. Trade Name, Trademarks, ServiceMarks for the following
  - a) NextElevation,
  - b) Elevrater
  
2. Domain Names:  
  
NextElevation.com, NextElevation.net and all variations.
  
3. All related marketing materials, designs, concepts, copyrights and other intellectual property related to #1 and #2, above.
  
4. Software, source and object code and all Intellectual Property Rights related to:
  - a) NextElevation.com
  - b) Elevrater broker customer data, programming code, source code, object code, webpage HTML, ASP, XML, etc and all related documentation, upgrades, prior revisions, patches, fixes, code and documentation related thereto; documentation for Web Quoter and Elevrater products

It is intended that the description of all assets per this Exhibit be construed as broadly in favor of the Buyer.

## BILL OF SALE

WEBAGENCIES, INC, in consideration of the promise of the revenue stream as referenced in the "ASSET SALE AGREEMENT", executed by and between WEBAGENCIES, and QUOTIT CORPORATION, on or about *November*, 2005, hereby transfers title to all such assets as referenced in the "ASSET SALE AGREEMENT".

WEBAGENCIES, INC., and in consideration of \$10.00, and other consideration referenced in the subject ASSET SALE AGREEMENT, for itself, warrants and agrees to defend the title to such assets subject to all liabilities, for the benefit of QUOTIT, its successors and assigns, against all persons.

Title shall be deemed transferred and the sale of such assets deemed effective upon the tender of this executed instrument to QUOTIT CORPORATION from WEBAGENCIES, INC.

Dated:

*November 7, 2005*

WEBAGENCIES, INC.

By:

*John R. Givens*

U.S. PATENT AND TRADEMARK OFFICE  
OFFICE OF PUBLIC RECORDS

ASSIGNMENT DIVISION

ASSIGNMENT OF TRADEMARK

Whereas WebAgencies.com, Inc. who will do business in California under the name WORLD WIDE  
WEBAGENCIES.COM, INC. (Name of Assignor)  
of 1060 Minnesota Ave. #4, San Jose, CA 95125  
(Address)

has adopted, used and is using a (trademark) which is

(registered/ pending application) No. 2750235

dated 08/12/2003 and

Whereas,

Quotit Corporation  
(Name of Assignee)

of 84 Discovery, Irvine CALIFORNIA, 92618  
(Address)

is desirous of acquiring said (registered or pending) trademark;

Now therefore, for good and valuable consideration, the receipt

of which is hereby acknowledged, said WebAgencies.com, Inc. who will do business in California under the  
name WORLD WIDE WEBAGENCIES.COM, INC. (Assignor)

does hereby assign to the said Quotit Corporation (Assignee) all right,

title, and interest in and the (trademark) goodwill of the

business symbolized thereby.

Date of Execution

3-22-2007

John R. Guecks President  
(Signature of assignor, if assignor is a  
corporation, give official title along with  
signature)

WebAgencies.com, Inc.