

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	07/03/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beat Debt, Inc.		07/06/2007	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Consumer Credit Counseling Service of Greater Atlanta, Inc.
Street Address:	100 Edgewood Avenue, NE
Internal Address:	Suite 1800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303-3029
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3235601	PAID OFF!
Registration Number:	3087985	B BEAT DEBT
Registration Number:	3036244	PLAY YOUR WAY TO FINANCIAL FREEDOM
Serial Number:	76650122	BEAT DEBT

CORRESPONDENCE DATA

Fax Number: (404)572-6999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-572-6600
 Email: trademarks@pogolaw.com
 Correspondent Name: Powell Goldstein LLP
 Address Line 1: 1201 West Peachtree Street, NW
 Address Line 2: Fourteenth St.
 Address Line 4: Atlanta, GEORGIA 30309

CH \$115.00 3235601

ATTORNEY DOCKET NUMBER:	135561.00013
NAME OF SUBMITTER:	Charles L. Warner
Signature:	/clw/
Date:	07/18/2007
<p>Total Attachments: 6 source=ASSIGNMENT FROM BEAT DEBT to CONSUMER CREDIT COUNSELING#page1.tif source=ASSIGNMENT FROM BEAT DEBT to CONSUMER CREDIT COUNSELING#page2.tif source=ASSIGNMENT FROM BEAT DEBT to CONSUMER CREDIT COUNSELING#page3.tif source=ASSIGNMENT FROM BEAT DEBT to CONSUMER CREDIT COUNSELING#page4.tif source=ASSIGNMENT FROM BEAT DEBT to CONSUMER CREDIT COUNSELING#page5.tif source=ASSIGNMENT FROM BEAT DEBT to CONSUMER CREDIT COUNSELING#page6.tif</p>	

ASSIGNMENT OF TECHNOLOGY AND PROPRIETARY RIGHTS

This agreement (the "Agreement") is made effective as of the 3rd day of July, 2007 (the "Effective Date"), by and between **BEAT DEBT, INC.**, a Georgia corporation having a place of business at 1415 Highway 85N, Suite 310-240, Fayetteville, GA 30214 ("Assignor") and **CONSUMER CREDIT COUNSELING SERVICE OF GREATER ATLANTA, INC.**, a Georgia nonprofit corporation having a place of business at 100 Edgewood Avenue, NE, Suite 1800, Atlanta, GA 30303-3029 ("Assignee"). Capitalized terms used herein without definition have the meanings given those terms in the Purchase Agreement.

RECITALS

WHEREAS, the parties and Mechel L. Glass entered into a letter agreement (the "Purchase Agreement") dated July 3, 2007, in which, among other things, Assignor agreed to assign certain Proprietary Rights (as hereinafter defined) to Assignee;

WHEREAS, this Agreement is entered into pursuant to the terms of, and in furtherance of, the Purchase Agreement;

WHEREAS, Assignor has adopted and is the owner of and has obtained registrations for and common law Proprietary Rights in the trademarks described in the **Exhibit A** attached hereto (collectively, the "Marks") and has established goodwill therein;

NOW, THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.**

A. "Proprietary Rights" means all proprietary information of Assignor, including all patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice), all trademarks, service marks, trade dress, trade names, corporate names, domain names, copyrights, all trade secrets, confidential information, ideas, formulae, compositions, know-how, processes and techniques, drawings, specifications, designs, logos, plans, improvements, proposals, technical and computer data, documentation and software, financial, business and marketing plans, and related information and all other proprietary, industrial or intellectual property rights relating to Assignor, including, without limitation, those rights and applications for registration and registrations of rights described in **Exhibit A**, and all goodwill associated with the foregoing.

B. "Technology" means all of Assignor's assets having any associated Proprietary Rights.

2. **Assignment.** Assignor hereby irrevocably and unconditionally sells, assigns, conveys and transfers unto said Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's full and entire worldwide right, title and interest in and to the Technology and Proprietary Rights, together with any and all Proprietary Rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from any third party's infringement of the Technology or of the Proprietary Rights. The Technology and Proprietary Rights are to be held and enjoyed by the Assignee for the exclusive use and benefit of the Assignee and the Assignee's representatives, successors, and assigns, as fully and entirely as the same would be held and enjoyed by Assignor had this Assignment not been made. Assignor hereby agrees that the assignment and transfer granted herein includes Assignor's priority Proprietary Rights under any international treaty or convention relating to patents, including without limitation, the Patents Cooperation Treaty and the Paris Treaty on Industrial Property, with respect to any and all corresponding foreign applications that have been or will be filed in any country that is a signatory thereto and a member thereof as of the Effective Date of becomes a signature or member thereafter.

Assignor does hereby authorize and request the Commissioner for Patents and Trademarks of the United States to issue such Letters Patent and trademark registration certificates as shall be granted upon any application or applications based thereon to Assignee, its successors and assigns.

3. **Further Assurances.** Assignor shall execute and deliver, from time to time after the Effective Date hereof upon the request of Assignee and at Assignee's sole expense, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of all the Technology and Proprietary Rights to Assignee, or the ownership of the Technology and Proprietary Rights, or any portion thereof, on the part of Assignee. Assignor therefore agrees to:

- A. Execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Technology or Proprietary Rights;
- B. Provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of Assignee in and to the Technology or Proprietary Rights; and
- C. Perform any other acts deemed necessary to carry out the intent of this Agreement.

Notwithstanding the foregoing, if Assignor has to take any actions under this Section 3 in order to cure a breach of any of its contractual obligations to Assignee in this or any related agreement, then such actions will be at Assignor's sole expense.

4. **Acknowledgment.** In furtherance of this Agreement, Assignor hereby acknowledges that, from this date forward, Assignee has succeeded to all of Assignor's right, title, and standing to:

- A. Receive all present and future rights and benefits pertaining to the Technology and Proprietary Rights;

B. Make application for all forms of protection of inventions, including patents and copyrights, in Assignee's own name in the United States and all foreign countries and to maintain such protections, and to invoke and claim for such applications any and all benefits, including rights of priority provided by all treaties, conventions or agreements;

C. Institute and prosecute all suits 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 Technology or Proprietary Rights;

D. Defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

5. **Delivery of Materials.** Assignor shall immediately surrender to Assignee all materials and work product now or hereafter in Assignor's possession or within Assignor's control (including all copies thereof) relating in any way to the Technology or Proprietary Rights.

6. **Appointment as Attorney-in-Fact.** To effectuate the terms of this Agreement, Assignor hereby names and irrevocably constitutes and appoints Assignee, with the full power of substitution therein, as Assignor's true and lawful attorney-in-fact to exercise the rights assigned hereby and to execute, sign, seal and deliver any and all documents or instruments as in the Assignee's judgment are necessary or appropriate to further secure or exercise the Assignee's rights in the Technology and Proprietary Rights, or any portion thereof, in accordance with this Agreement.

7. **Miscellaneous.**

A. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

B. This Agreement merges with and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without reference to the conflicts of law principles thereof and all questions concerning the validity and construction hereof shall be determined in accordance with the laws of the State of Georgia.

D. The undersigned represents and warrants that he has full requisite authority to execute this Assignment on behalf of Assignor and to obligate Assignor to its terms.

E. Assignor further authorizes and grants a limited power of attorney to Assignee's intellectual property counsel, Jason A. Bernstein of Powell Goldstein LLP, or his designee, to execute on Assignor's behalf any documents necessary to evidence the assignments granted herein for the United States and any other country without further notice to Assignor.

F. All Exhibits referred to and attached are incorporated herein.

IN WITNESS WHEREOF, the parties hereto executed this Agreement as an instrument under seal on and as of the date first written above.

ASSIGNOR:

BEAT DEBT, INC., a Georgia corporation

By: Mechel L. Glass
Name: MECHEL L. GLASS
Title: PRESIDENT

STATE OF GEORGIA)
) SS.
COUNTY OF Gwinnett)

The foregoing Agreement was executed and acknowledged before me as of this 6 day of July, 2007, by Mechel Glass, personally known to me to be the President of **BEAT DEBT, INC.**, on behalf of such corporation.

Rachita Acharya
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

July 27, 2008

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

ASSIGNEE:

**CONSUMER CREDIT COUNSELING
SERVICE OF GREATER ATLANTA,
INC., a Georgia nonprofit corporation**

By: *Suzanne E. Boas*
Name: SUZANNE E. BOAS
Title: PRESIDENT

STATE OF GEORGIA)
) SS.
COUNTY OF Gwinnett)

The foregoing Agreement was executed and acknowledged before me as of this 6 day of July, 2007, by Suzanne Boas, personally known to me to be the President of **CONSUMER CREDIT COUNSELING SERVICE OF GREATER ATLANTA, INC.**, on behalf of such corporation.

Rachita Acharya
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

July 27, 2008

EXHIBIT A
TRADEMARKS

TITLE	FILING DATE	SERIAL NO.	REG. DATE	REG. NO.
PAID OFF!	11/10/2005	76650115	05/01/2007	3235601
B BEAT DEBT	05/23/2003	76516021	05/02/2006	3087985
PLAY YOUR WAY TO FINANCIAL FREEDOM	05/23/2003	76516683	05/23/2003	3036244
BEAT DEBT	11/10/2005	76650122		
BEAT DEBT	11/17/2006	77046296		
PAID OFF!	11/17/2006	77046310		