

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Swearingen Software, Inc.		02/23/2007	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fay Halliwell		
<b>Street Address:</b>	5452 Grace Dr		
<b>City:</b>	Mentor		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44060		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2478172	HARTLAND	
Registration Number:	2478173	HARTLAND	
Registration Number:	2661560	HARTLAND	
Registration Number:	2661561	HARTLAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(440)449-2515		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	440-442-9500		
<b>Email:</b>	njschepis@hotmail.com		
<b>Correspondent Name:</b>	Nicholas J. Schepis, Attorney at Law		
<b>Address Line 1:</b>	6181 Mayfield Rd Ste 302		
<b>Address Line 4:</b>	Cleveland, OHIO 44124		
<b>NAME OF SUBMITTER:</b>	Nicholas J. Schepis		
<b>Signature:</b>	/Nicholas J. Schepis 0001423/		

OP \$115.00 2478172

Date:

11/29/2007

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

On February 20, 2002, Hartland Collectibles, LLC ("HARTLAND") has induced Swearingen Software, Inc. ("SSI") to provide security and collateral for a Loan and Promissory Note of even date with HARTLAND as the Maker and Bank One, N.A.(now succeeded by Chase Bank) as the Payee.

As additional consideration, and to induce SSI to execute and perform under a certain Collateral Pledge Agreement of even date, which is incorporated herein by reference, HARTLAND as Debtor has executed a Security Agreement in favor of SSI to secure due payment and performance of all indebtedness and other liabilities and obligations, whether existing as of February 20, 2002, or thereafter arising, of the Debtor to Secured Party, including all obligations of Debtor under the Collateral Pledge Agreement, together with all documents and instruments executed or given as exhibits to such Collateral Pledge Agreement, or issued and delivered pursuant thereto, between Secured Party and Debtor of even date, together with the Promissory Note, Guaranty Agreement, and Loan Agreement, and all associated documents of even date in the principal amount of \$120,000.00 with a maturity date of February 19, 2012, executed by Debtor (sometimes "Borrower") in favor of and to secure repayment of the principal amount to BankOne, N.A., Shreveport business LPO ("Lender"), as more fully described in the Promissory Note of even date therewith. The Security Agreement granted to SSI to secure performance under the Collateral Pledge Agreement, provided certain Collateral, including any and all trademark rights of HARTLAND, including, but not limited to the trademark "Hartland."

HARTLAND has adopted and established trademark rights and associated good will in the HARTLAND word mark and in the HARTLAND design mark (collectively "Hartland Trademarks"). These Hartland Trademarks are used in conjunction with goods comprising plastic figurines in International Class 20 (pertaining to furniture and articles not otherwise classified) and play figures and action figures in International Class 28 (pertaining to toys and sporting goods). HARTLAND has perfected each of the two Hartland Trademarks in Class 28 with Federal Registration Nos. 2478172 and 2478173, respectively, with registration date of August 14, 2001. Hartland has also perfected each of the two Hartland Trademarks in Class 20 with Federal Registration Nos. 2661560 and 2661561, respectively, with registration date of December 17, 2002.

SSI has the intention to acquire the Hartland Trademarks and associated good will, and the associated Trademark Registrations in both Class 28 and Class 20. HARTLAND warrants that it will exercise due diligence to sustain the active status of all federal registrations granted to the Hartland Trademarks, including timely continuous-use filings and renewals. Accordingly, SSI has duly recorded with the United States Commissioner For Trademarks this assignment of the four Hartland Trademarks from HARTLAND, Reel 003475 and Frame 0330 with Recordation Date of February 5, 2007.

HARTLAND agrees, that, upon its default in performance under the Collateral Pledge Agreement, Bill of Sale, or Security Agreement, all of even date of February 20, 2002, made the basis of the collateral pledge transaction, with each such agreement

incorporated herein by reference, HARTLAND hereby assigns and shall assign and transfer to SSI, for sufficient consideration already received by HARTLAND, all right, title, and interest in and to the Hartland Trademarks together with the goodwill of the business and associated products symbolized by the Hartland Trademarks, and the Trademark Registrations thereof. HARTLAND further agrees and warrants that it shall, upon its default in performance identified in this provision, execute any and all further instruments of transfer, and registrations reasonably requested by SSI to effect this conveyance and transfer of the four Hartland Trademarks.

SSI agrees, that upon Fay Halliwell ("HALLIWELL") individually, making payment to BankOne of the sum of \$70,373.68 in full satisfaction of the Promissory Note of HARTLAND of February 20, 2002 in the original principal amount of \$120,000.00, and BankOne, N.A.'s release in favor of Swearingen of the Collateral identified in the Assignment of Deposit Account, and release of all other Obligations of Swearingen arising under the Assignment of Deposit Account and the Related Documents referenced therein, SSI shall assign and transfer all of its right, title, and interest in and to the Hartland Trademarks together with the good will of the business and associated products symbolized by the Hartland Trademarks to HALLIWELL.

ASSIGNOR:

SWEARINGEN SOFTWARE, INC.

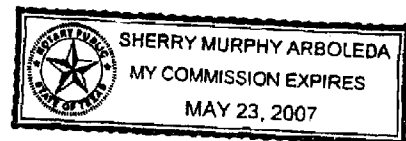
By: *Randall Swearingen*  
Randall Swearingen, President

STATE OF TEXAS           §

COUNTY OF HARRIS       §

The foregoing instrument was acknowledged before me by Randall Swearingen, President of Swearingen Software, Inc., for the purposes and consideration therein expressed on this 23<sup>rd</sup> day of February, 2007.

*Sherry Murphy Arboleda*  
Notary Public, State of Texas



## RELEASE AGREEMENT

### RECITALS:

1. Chase Bank, is the successor in interest to Bank One, N.A., with Columbus, Ohio as its main office, Shreveport Business Banking LPO ("Chase");
2. Chase is presently the owner and holder of that certain Promissory Note dated February 20, 2002, in the original principal amount of \$120,000.00 ("Note"), executed by Hartland Collectibles, LLC ("Hartland") providing for repayment in regular intervals and payments, with a final payment in the amount of \$70,373.68, being due and payable on February 20, 2007;
3. Chase (as the successor to Bank One, N.A.) is the owner and holder (sometimes referred to as "Lender") of an Assignment of Deposit Account dated February 20, 2002, executed by Swearingen Software, Inc. ("SSI"), collateralizing SSI's CD Account number 980061133272, in the principal amount of \$120,000, for the benefit of Hartland, as more particularly set forth in that Assignment, including provisions for cross-collateralization, future advances, and for indemnity.
4. The parties hereto desire to have the Note paid off and fully satisfied by the payment of \$70,373.68, by Fay Halliwell, Individually, and for Swearingen Software, Inc. to be released from all obligations arising under the Assignment of Deposit Account and all related documents, and for the Collateral made the basis of such Assignment of Deposit Account to be returned to SSI;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations of the parties who are signatories hereto, and intending to be bound thereby, agree as follows:

1. All parties are competent, and authorized to execute this instrument, where applicable, by their Principal;
2. The Recitals set forth are true and correct, and are relied upon by the Parties;
3. In consideration of the payment by Halliwell of the sum of \$70,373.68, in hand paid, the receipt and adequacy of which is acknowledged, and other good and valuable consideration, Chase, as legal successor in interest to Bank One N.A.'s interest in and to the Assignment of Deposit Account identified in Recital 3, above, does hereby, for itself, its officers, directors, legal successors, representatives, and assigns, RELEASE, ACQUIT AND FOREVER DISCHARGE Swearingen Software, Inc., and its employees, officers, board members, legal representatives, attorneys, successors and assigns from any and all liability or responsibility for future payments or Obligations, owed or alleged to be owed by Swearingen to Bank One, N.A., or its successors, arising under the Assignment of Deposit Account identified in Recital 3, above, or the Promissory Note identified in Recital 2, above, or any of the Related

Documents identified or referenced therein, including, but not limited to any guaranty agreements, cross collateralization agreements, or indemnity agreements under which Swearingen Software, Inc. is obligated to pay, guarantee, or indemnify Chase, or any entity by through or under Chase, for any Obligation of Hartland arising out of the Note or Assignment of Deposit Account or Related Documents.

EXECUTED on this 28 day of February, 2007.

CHASE BANK, successor to BANK ONE, N.A.  
Of Columbus, Ohio, and Shreveport Business  
Banking LPO

By: [Signature]  
Its: V.P.

STATE OF OHIO  
COUNTY OF Lake

On this 28 day of February, 2007, this instrument was executed by the above individual as the authorized representative of Chase Bank, successor to Bank One, N.A. of Columbus, Ohio, and Shreveport Business Banking LPO for the purposes and consideration therein expressed.

[Signature]  
Notary Public

SWEARINGEN SOFTWARE, INC.:

By: [Signature]  
Randall Swearingen, President

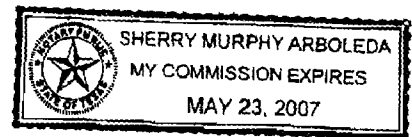


CHIENTAI RANALLO  
Notary Public, State of Ohio  
My Commission Expires 11-20-2010

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me by Randall Swearingen, President of Swearingen Software, Inc., for the purposes and consideration therein expressed on this 23<sup>rd</sup> day of February, 2007.

[Signature]



Notary Public, State of Texas

HARTLAND COLLECTIBLES, LLC:

By: Fay Halliwell.  
Fay Halliwell  
Manager and Authorized Representative of  
Hartland Collectibles, LLC

Fay Halliwell  
Fay Halliwell, Individually

STATE OF Ohio  
COUNTY OF Franklin

The foregoing instrument was acknowledged before me by Fay Halliwell, Individually, and as Manager and Authorized Representative of Hartland Collectibles, LLC, for the purposes and consideration therein expressed on this 28th day of February, 2007.

Chientai Ranallo  
Notary Public, State of ~~Texas~~ Ohio



CHIENTAI RANALLO  
Notary Public, State of Ohio  
My Commission Expires 11-20-2010