

**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>
GLOBAL ALERTS, LLC		02/22/2008	LIMITED LIABILITY COMPANY: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AA, LLC		
<b>Street Address:</b>	1850 N Central Avenue, #1025		
<b>Internal Address:</b>	Viad Tower		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3362576	WE'LL ALL BE LOOKING FOR YOU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)229-5690		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	602-229-5228		
<b>Email:</b>	noehler@quarles.com		
<b>Correspondent Name:</b>	Heather L. Buchta		
<b>Address Line 1:</b>	Two North Central Avenue		
<b>Address Line 2:</b>	One Renaissance Square		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2391		
<b>ATTORNEY DOCKET NUMBER:</b>	132365.00002		
<b>NAME OF SUBMITTER:</b>	Heather L. Buchta		
<b>Signature:</b>	/Heather L. Buchta/		

CH \$40.00 3362576

Date:

06/18/2008

**Total Attachments: 3**

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## BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT is made as of this 22nd day of February, 2008, by and between Global Alerts, LLC, an Arizona corporation ("Global"), AmberAlerts.com, Inc. ("Amber" and together with Global, the "Sellers"), and AA, LLC, an Arizona limited liability company ("Buyer"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (the "Purchase Agreement") dated as of the date hereof by and among Sellers and Buyer.

### WITNESSETH:

WHEREAS, Sellers and Buyer have entered into the Purchase Agreement which provides for the sale, assignment, transfer and delivery to Buyer of the Purchased Assets (as such term is defined in the Purchase Agreement); and

WHEREAS, Seller desires to effectuate the sale, assignment, transfer and delivery to Buyer of the Purchased Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller hereby grants, sells, transfers, assigns and sets over unto Buyer, its successors and assigns, to have and to hold forever, all of its right, title and interest in and to the Purchased Assets, free and clear of all liens and liabilities (other than, in each case, Assumed Liabilities).

Seller hereby constitutes and appoints Buyer the true and lawful agent and attorney-in-fact of Seller, with full power of substitution or resubstitution in whole or in part, in the name and on behalf of Seller, for the benefit of Buyer and without any further consideration, (a) to collect, assert or enforce any claim, right, interest or title of any kind in or to the Purchased Assets and to institute and prosecute all actions, suits and proceedings which Buyer may deem proper in order to collect, assert or enforce any such claim, right, interest or title, (b) to do all such lawful acts and things and take all such lawful actions in respect thereof as Buyer shall deem advisable or proper in order to provide to Buyer the benefits under any such Purchased Assets where any required consent to a third party to the assignment thereof to Buyer shall not have been obtained, and (c) to defend, settle or compromise any and all actions, suits or proceedings in respect of any such Purchased Assets (provided that Seller shall not be or become obligated to pay money not reimbursed by Buyer in connection with or as a result of the exercise of these powers except as contemplated by the Purchase Agreement). Seller acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by Seller in any manner or for any reason.

Seller will, from time to time, at the reasonable request of Buyer and without any further consideration, execute and deliver, or cause to be executed and delivered, such additional instruments, notices, releases, certificates, assurances, bills of sale, acquittance

and other documents and do all such further acts, assignments, transfers and other things, as Buyer may reasonably require in order to effectively transfer the Purchased Assets.

This Bill of Sale and Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. In the event of a conflict or inconsistency between this Bill of Sale and Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

This Bill of Sale and Assignment shall be governed by and construed in accordance with the laws of the State of Arizona applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof.

Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement shall survive the execution and delivery of this Bill of Sale and Assignment to the extent provided in the Purchase Agreement.

This Bill of Sale and Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Bill of Sale and Assignment has been duly executed by Seller and Buyer on the date and year first above written.

**SELLERS:**

GLOBAL ALERTS, LLC

\_\_\_\_\_  
Jeffrey Rassas, Manager

AMBERALERTS.COM INC.

\_\_\_\_\_  
Jeffrey Rassas, Chief Executive Officer

*Acknowledged and Agreed:*

AA, LLC

\_\_\_\_\_  
Harlan Lyons, Manager

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This Bill of Sale and Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. In the event of a conflict or inconsistency between this Bill of Sale and Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

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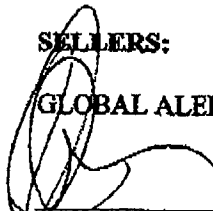
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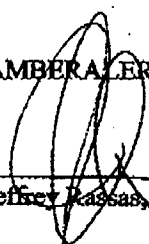
**SELLERS:**

**GLOBAL ALERTS, LLC**



\_\_\_\_\_  
Jeffrey Rassas, Manager

**AMBERALERTS.COM INC.**



\_\_\_\_\_  
Jeffrey Rassas, Chief Executive Officer

*Acknowledged and Agreed:*

AA, LLC

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Harlan Lyons, Manager