

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intuit, Inc.		10/02/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TDBC Industries, Inc.		
Street Address:	23586 Calabasas Road, Suite 102		
City:	Calabasas		
State/Country:	CALIFORNIA		
Postal Code:	91302		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77727280	INCGUARD	
Serial Number:	77727287	MAINTAINMYBIZ	
CORRESPONDENCE DATA			
Fax Number:	(818)879-8005		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	888-692-6778		
Email:	ccresante@mycorporation.com		
Correspondent Name:	Deborah Sweeney		
Address Line 1:	23586 Calabasas Road, Suite 102		
Address Line 4:	Calabasas, CALIFORNIA 91302		
NAME OF SUBMITTER:	Deborah Sweeney		
Signature:	/Deborah Sweeney/		
Date:	11/13/2009		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Assignment”) is made and entered into as of October 2, 2009 (the “Effective Date”), by and between **INTUIT INC.**, a Delaware corporation (“Assignor”), and **TDBC INDUSTRIES, INC.**, a California corporation (“Assignee”). Defined terms not specifically defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement, dated July 31, 2009 (the “Purchase Agreement”), by and between the parties.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee certain trademarks as listed on Exhibit A to this Assignment (the “Marks”);

WHEREAS, to effect the transfer of the Marks as contemplated in the Purchase Agreement, Assignor and Assignee desire to enter into this Assignment;

NOW, THEREFORE, in consideration of the mutual promises of the parties, and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, all of the right, title, and interest of Assignor in and to the Marks and all goodwill associated therewith, together with all claims for damages and other remedies by reason of past infringements of the Marks, whether arising prior to or subsequent to the date of this Assignment, along with the right to sue for and collect such damages and other remedies for the use and benefit of Assignee and its successors, assigns and other legal representatives. The Marks are conveyed subject to any and all licenses, permissions, consents or other rights that may have been granted by Assignor or its predecessors-in-interest with respect thereto prior to the Effective Date. Assignee hereby accepts this Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions, and covenants of, and to pay and discharge, when due, all of the Assumed Liabilities relating to the Marks.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and, in the case of any trademark applications filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue trademark registrations or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this Assignment.

3. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

EXECUTION VERSION

5. This Assignment may be executed and delivered (including by facsimile or electronic transmission) in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

[signature page follows]

EXECUTION VERSION

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the Effective Date.

INTUIT INC.

By: 

Name:

Title:

Greg W. Coppe
CSO

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

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EXECUTION VERSION

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed as of the Effective Date.

TDBC INDUSTRIES, INC.

By:

Name:

Title:

Deborah S. Sweeney
Deborah S. Sweeney
CEO

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

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Exhibit A
Assigned Trademarks

Mark	Application Number
INCGUARD	77727280
MaintainMyBiz	77727287