

**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>
Insubuy, Inc.		05/13/2009	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Immihelp, LLC		
<b>Street Address:</b>	4700 Dexter Dr, Suite 100		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75093		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3557411	IMMIHELP	
Registration Number:	3434594	IMMIHELP	
Registration Number:	3052819	IMMIHELP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(972)767-4470		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	972-985-4400		
<b>Email:</b>	narendra@insubuy.com		
<b>Correspondent Name:</b>	Narendra Khatri		
<b>Address Line 1:</b>	4700 Dexter Dr, Suite 100		
<b>Address Line 4:</b>	Plano, TEXAS 75093		
<b>NAME OF SUBMITTER:</b>	Narendra Khatri		
<b>Signature:</b>	/nkhatri/		
<b>Date:</b>	12/18/2009		

OP \$90.00 3557411

**Total Attachments: 5**

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## **Agreement for the Transfer of Intellectual Property With the Transfer of Ownership Interest**

**This Agreement** is effective as of May 13, 2009 (the “*Effective Date*”) by and among INSUBUY, INC., a Texas corporation, (the “*Transferor*”), IMMIHELP LLC, a Texas limited liability company, (the “*Transferee*”) and Narendra Khatri, the sole member of the Transferee, all collectively referred to as the “*Parties.*”

*The Transferor owns certain intellectual property listed and described in Appendix 1 (the “Intellectual Property”).*

*The Transferor desires to transfer the ownership in and all of its rights in the Intellectual Property to the Transferee in exchange for Narendra Khatri, as the sole member of the Transferee, to transfer 100 percent ownership of the Transferee to the Transferor.*

*Transferee desires to acquire the ownership of the property listed and described in Appendix 1. Transferor desires to acquire sole ownership of the Transferee.*

*Narendra Khatri, as the sole member of IMMIHELP LLC, has approved the transfer of his ownership in IMMIHELP LLC to INSUBUY, INC.*

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**In consideration** of the foregoing premises and the mutual promises set forth herein, the Parties agree as follows:

### **1. Transfer of the Ownership of the Intellectual Property and transfer of the Ownership of IMMIHELP LLC**

The Transferor transfers to the Transferee the ownership rights for the Intellectual Property listed in *Appendix I*, including all the rights and privileges under any and all intangible property that may be granted therefor and thereon and all reissues and extensions thereof. The Transferor shall receive from Narendra Khatri, as the sole member of the Transferee, all ownership interest in the Transferee.

The Transferor shall file the appropriate assignment with the various governmental authorities and other agencies to carry out the transfer of the Intellectual Property to the Transferee. The Transferee and Narendra Khatri shall execute such documents to cause the transfer of 100 percent ownership interest of IMMIHELP LLC to INSUBUY, INC.

### **2. Confidentiality.**

“Confidential Information” includes information about the Intellectual Property that is protected by applicable law as a trade secret or information which is not in the public domain. Each of the Parties will take every reasonable precaution to protect the

confidentiality of Confidential Information of the other Party and shall exercise due care in the enforcement of this obligation.

### **3. Territorial Restrictions.**

There are no territorial restrictions.

### **4. Warranties and Representations.**

4.1 The Transferor jointly and severally warrants and represents that it has (i) the right and authority to enter into this Agreement and (ii) the right to transfer the ownership for the Intellectual Property to the Transferee under the terms of this Agreement.

4.2 The Transferee warrants and represents that it has (i) the right and authority to enter into this Agreement and (ii) the right to issue the ownership interest in exchange for the contribution of the ownership of the Intellectual Property as authorized by Narendra Khatri, as the sole member of IMMIHELP LLC, by his execution of this Agreement.

### **5. Miscellaneous.**

#### *5.1 Notices.*

Any and all notices, elections, offers, acceptances, and demands permitted or required to be made under this Agreement shall be in writing, signed by the person giving such notice, election, offer, acceptance, or demand and shall be delivered personally, or sent by registered or certified mail, to the party, at its address on file with the other party or at such other address as may be supplied in writing. The date of personal delivery or the date of mailing, as the case may be, shall be the date of receipt of such notice, election, offer, acceptance, or demand.

#### *5.2 Successors and Assigns.*

This Agreement shall be binding on and shall inure to the benefit of the parties, affiliates, their respective successors, successors in title, and assigns, and each Party agrees, on behalf of it, its affiliates, successors, successors in title, and assigns, to execute any instruments that may be necessary or appropriate to carry out and execute the purpose and intentions of this agreement and hereby authorizes and directs its affiliates, successors, successors in title, and assigns to execute any and all such instruments. Each and every successor in interest to any party or affiliate, whether such successor acquires such interest by way of gift, devise, assignment, purchase, conveyance, pledge, hypothecation, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this agreement. The rights of the parties, affiliates, and their successors in interest, as among themselves and shall be governed by the terms of this Agreement, and the right of any party, affiliate or successor in interest to assign, sell, or otherwise transfer or deal with its interests under this Agreement shall be subject to the limitations and restrictions of this Agreement.

*5.3 Amendment.*

No change, modification, or amendment of this Agreement shall be valid or binding on the Parties unless such change or modification shall be in writing signed by the Party or Parties against whom the same is sought to be enforced.

*5.4 Further Assurances.*

Each party hereby covenants and agrees that it shall execute and deliver such documents as may be required to implement any of the provisions of this Agreement.

*5.5 No Waiver.*

The failure of any party to insist on strict performance of a covenant hereunder or of any obligation hereunder shall not be a waiver of such party's right to demand strict compliance therewith in the future, nor shall the same be construed as a novation of this Agreement.

*5.6 Integration.*

This Agreement constitutes the full and complete agreement of the Parties with respect to the subject matter hereof.

*5.7 Applicable Law.*

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

*5.8. Jurisdiction: Service of Process.*

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against the other Party in the courts of the State of Texas and each Party consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

*5.9 Severability.*

In the event any provision, clause, sentence, phrase, or word hereof, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder hereof, or of the application of any such provision, sentence, clause, phrase, or word in any other circumstances.

The Parties have caused this Agreement to be effective on the date first written above by their authorized officers and managers.

Transferor:

INSUBUY, INC.

By: NKhatri  
Narendra Khatri, President

Transferee:

IMMIHELP LLC

By: NKhatri  
Narendra Khatri, Manager

NKhatri  
Narendra Khatri, Sole Member  
IMMIHELP LLC

## APPENDIX I

### A. Web sites

Immihelp.com web site and all of its contents

Secondary web sites:

IMMIHELP.ASIA  
IMMIHELP.BIZ  
IMMIHELP.CC  
IMMIHELP.INFO  
IMMIHELP.ME  
IMMIHELP.NAME  
IMMIHELP.NET  
IMMIHELP.ORG  
IMMIHELP.US  
IMMIHELP.WS  
IMMIHELPER.COM  
IMMIHELPING.COM  
IMMIHELPS.COM  
IMMIHELPSUCKS.COM  
IMMIPLANS.COM  
IMMMIHELP.COM  
IMMIHELP.IN  
IMMIHELP.CO.IN

### B. Trademarks

Serial Number	Reg. Number	Word Mark	Live/Dead
77491684	3557411	IMMIHELP	LIVE
77232483	3434594	IMMIHELP	LIVE
76629555	3052819	IMMIHELP	LIVE

### C. Copyright

Copyright registrations for the immihelp.com web site content:

TX 6-625-004 Date: July 5, 2007

TX 6-457-436 Date: July 26, 2007

TX 6-125-525 Date: Apr 21, 2005