

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
Innovation Technologies Worldwide, Inc.		09/07/2012	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	TigerTMS, Inc.
Street Address:	1841 Bourbon Road
City:	Cross Plains
State/Country:	WISCONSIN
Postal Code:	53528
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2666753	INNLIN 2020
Registration Number:	2661526	INNCHARGE
Registration Number:	2652896	PRIVATELINE
Registration Number:	2703873	INNLIN EXPRESS
Registration Number:	3604565	HOTEL MGR

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6082569046
 Email: sseid@leekilkelly.com
 Correspondent Name: Scott A. Seid
 Address Line 1: One West Main Street
 Address Line 2: 7th Floor
 Address Line 4: Madison, WISCONSIN 53703

OP \$140.00 2666753

NAME OF SUBMITTER:	Scott A. Seid
Signature:	/Scott A. Seid/
Date:	09/13/2012
Total Attachments: 2 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif	

TRADEMARK ASSIGNMENT

THIS AGREEMENT is entered into effective the 7th day of September, 2012, by and between Innovation Technologies Worldwide, Inc., a Wisconsin corporation ("Seller"), and TigerTMS, Inc., a Wisconsin corporation ("Buyer").

WHEREAS, Seller is the owner of certain trademarks that are registered with the U.S. Patent and Trademark Office, and with the Wisconsin Department of Financial Institutions, more particularly described below (collectively, the "Trademarks"); and

WHEREAS, Buyer has acquired from Seller the trademark rights associated with the Seller's business in accordance with section 12.07(d) of the Asset Purchase Agreement by and among the Buyer, the Seller and all of the shareholders of Seller of even date herewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. Seller hereby assigns and transfers to Buyer all of Seller's right, title, and interest in and to the following Trademarks, and the registrations therefor, together with the goodwill associated with and symbolized by the Trademarks, along with the right to recover for damages and profits for past infringement thereof:

Federal Trademarks	USPTO Registration No.	Registration Date
INLINE 2020	2666753	12/24/2002
INNCHARGE	2661526	12/17/2002
PRIVATELINE	2652896	11/19/2002
INLINE EXPRESS	2703873	04/08/2003
HOTEL MGR	3604565	4/7/2009

State Trademarks	Registration No.	Registration Date
INNCHARGE	n/a	06/28/2000
INNCHARGE	n/a	06/30/2010

2. Buyer hereby accepts the assignment of the marks on the date hereof.

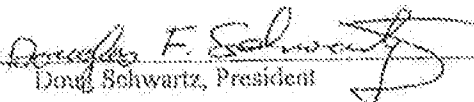
3. Seller agrees to execute and deliver at the request of Buyer, all documents and to perform and reasonable acts the Buyer may reasonably require in order to vest all of Buyer's rights, title and interest in and to the said Trademarks.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.


5. This Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the day and date first above written.

SELLER: INNOVATION TECHNOLOGIES WORLDWIDE, INC.

BY: 
Douglas F. Schwartz, President

BUYER: TIGERTMS, INC.

BY: 
Simon M. Udell, President