

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/30/2008

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Valuation Alliance LLC		02/22/2008	LIMITED LIABILITY COMPANY: NEVADA

**RECEIVING PARTY DATA**

Name:	Rocky Mountain Valuation Specialists, LLC
Street Address:	12265 W Bayaud Avenue, Suite 300
City:	Lakewood
State/Country:	COLORADO
Postal Code:	80228
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	77008023	IVM

**CORRESPONDENCE DATA**

Fax Number: (303)292-4510  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 303 292 2900  
 Email: charles.luce@moyewwhite.com  
 Correspondent Name: Charles F. Luce, Jr.  
 Address Line 1: 1400 16th Street  
 Address Line 2: 16 Market Square, 6th Floor  
 Address Line 4: Denver, COLORADO 80301

NAME OF SUBMITTER:	Charles F. Luce, Jr.
Signature:	/Charles F. Luce, Jr./

OP \$40.00 77008023

Date:

03/04/2008

**Total Attachments: 3**

source=TM and Copyright Assignment VA to RMVS#page1.tif

source=TM and Copyright Assignment VA to RMVS#page2.tif

source=TM and Copyright Assignment VA to RMVS#page3.tif

## TRADEMARK AND COPYRIGHT ASSIGNMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT ("Assignment") is dated as of January 30, 2008 by Valuation Alliance, L.L.C., a Nevada limited liability company ("VA"), with its principal place of business at 12265 West Bayaud Avenue, Suite 300, Lakewood, Colorado 80228 ("VA") in favor of Rocky Mountain Valuation Specialists, LLC, a Colorado limited liability company ("RMVS"), with its principal place of business also at 12265 West Bayaud Avenue, Suite 300, Lakewood, Colorado 80228 (RMVS and together with VA, the "Parties," and each individually a "Party").

WHEREAS, in furtherance of a certain Asset Contribution Agreement, dated as of November 16, 2007 (the "Agreement") by and among, *inter alia*, VA and RMVS, VA has agreed to assign to RMVS all of VA's right, title and interest to the trademarks (the "Trademarks") set forth in Exhibit A hereto, and all registrations and applications for registration related to the Trademarks, together with the goodwill associated therewith, and to assign all of its copyrights (the "Copyrights").

WHEREAS, RMVS now desires VA to execute and deliver to RMVS this Assignment required to effect the assignment of the Trademarks and Copyrights, and all registrations and applications therefor, in accordance with the Agreement.

NOW THEREFORE, in consideration of the payment of \$10 and good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged:

1. VA hereby sells, transfers, conveys, assigns, and sets over unto RMVS, its successors and assigns, VA's entire right, title and interest in and to the Trademarks, including, without limitation, all of VA's registrations and applications therefor and VA's right to apply for and register the Trademarks, in the United States of America and all foreign jurisdictions, together with the goodwill associated with and symbolized by the Trademarks, all common law and statutory rights related to the Trademarks, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof by third parties, reserving nothing to VA.

2. VA hereby sells, transfers, conveys, assigns, and sets over unto RMVS, its successors and assigns, VA's entire right, title and interest in and to the Copyrights, including, without limitation, all of VA's right to reproduce, publicly distribute, display and perform all

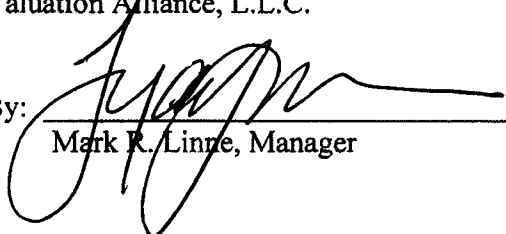
works in which the Copyrights subsist, to create derivative works based thereon, to obtain any copyright registrations for or in any such derivative works or any part thereof, and to renew, extend and/or terminate the same in RMVS' sole discretion and at RMVS' sole expense.

3. VA shall, upon request by RMVS, execute, acknowledge and deliver such documents as may be reasonably necessary to convey and assign to RMVS all of VA's right, title, and interest in and to the Trademarks and the applications and registrations therefor consistent with this Assignment.

IN WITNESS WHEREOF, Valuation Alliance has executed this Assignment.

Valuation Alliance, L.L.C.

By:

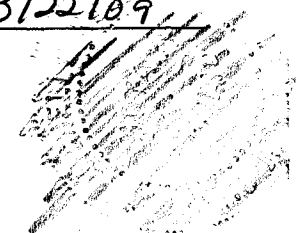
  
Mark R. Linne, Manager

State of Colorado )  
County of Jefferson ) ss.

Before me, a Notary Public within and for said County, personally appeared Mark Linne the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on this 22<sup>nd</sup> day of February 2008.

  
Notary Public

My commission expires: 3/22/09



**EXHIBIT A**

**Trademark Registrations and Applications**

<b>Mark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App.Date)</b>	<b>Status</b>
IVM	(77008023)	(09/26/2006)	Pending; intent-to-use