

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Definitive Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
G.R.N.D. Corp. DBA International Business Support Inc.	03/20/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Field Nation, LLC
<b>Street Address:</b>	5200 Annapolis Ln N #1219
<b>City:</b>	Plymouth
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55446
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11413291
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(612)659-9344
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	6122360120
<b>Email:</b>	vomhof@bipl.net
<b>Correspondent Name:</b>	Edward J. Brooks III
<b>Address Line 1:</b>	1221 Nicollet Ave, Ste 500
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55403
<b>ATTORNEY DOCKET NUMBER:</b>	170.0010001
<b>NAME OF SUBMITTER:</b>	Edward J. Brooks III
<b>Total Attachments: 3</b> source=00062800#page1.tif source=00062800#page2.tif source=00062800#page3.tif	

OP \$40.00 11413291

International Business Support, Inc.  
DBA TechnicianMarketplace.com  
12100 Singletree Lane  
Eden Prairie, MN 55344

Attention: Darrel Kluge, Chief Executive Officer

Gentlemen:

**DEFINITIVE AGREEMENT:**

We have greatly appreciated the time that we have spent meeting and discussing with you at International Business Support, Inc. doing business as "Technician Marketplace" and "TechnicianMarketplace.com" (the "Company" or "IBS"). Our meetings and our conversations have permitted us to develop positive views regarding entering into a purchase agreement with the company.

We are therefore pleased to submit basic terms for agreement to acquire all rights of the Company's technology and related assets ("Assets") by Field Nation, LLC. ("FN")

The basic terms of the agreement are as follows:

- 1) **Agreement:** Promptly following the date of the execution of this "Agreement" the Company will assist FN in performing all of its obligations under the Agreement specified herein.
- 2) **Consideration and Form of Transaction:** FN or a subsidiary of Field Nation, LLC will acquire the Assets of the Company, free and clear of all liens. The Assets include all tangible and intangible assets of the Company, including software right, domain names ([www.technicianmarketplace.com](http://www.technicianmarketplace.com), [www.flex-resources.com](http://www.flex-resources.com)), database of 13,000 technicians. And all other tangible and intangible assets of the Company that are necessary to operate a commercial version of <http://www.technicianmarketplace.com> (the "Website") that was available on March 20<sup>th</sup> 2008. The Website enables end-users to hire technicians (to complete technical assignments) by selecting and contracting directly with technicians from a national database of 13,000 technicians. The database also allows technicians to register for use of the service and allow potential customers to hire them.

The Assets include the following:

- a) The complete web application, made up of all software and intellectual properties developed for the purposes of operating the Website. This includes but is not limited to, all source code, installed code, website code, back end code front end code, proprietary middleware, use cases, bug/fix records, bug/fix files, technical error notes, records and fixes, intellectual property, application code, source code, installation kits and any other software or hardware components required to run the system online.
- b) The entire record of all data including, but not limited to live and static data (e.g. Data that is contained in all databases) that is utilized by the Application. This includes but is not limited to complete records of all registered users of [technicianmarketplace.com](http://www.technicianmarketplace.com). These include but are not limited to technicians, technical contractors and other professionals. Complete records include full contact information (Name, email, phone number, street address, city, state, zip code,

county etc.), user reviews of the technicians, qualifications and all other information that has been aggregated by the Company.

c) All available planning documents, document drafts, final documentation pertaining to the development of the application and all connected systems, database diagrams/ structure and available manuals.

d) All domain names, trademarks, patent rights.

The Company will receive 5% of Field Nation, LLC's stocks and an aggregate consideration in the form of \$20,000 (the "Consideration"). The monetary part of the Consideration shall be paid as a payment of 5% of the revenues of Field Nation, LLC generated from the usage/services of the technicians acquired under this Agreement from the Company until aggregate payment of \$20,000 ("Aggregate Royalty Payment") has been made to the Company.

- 3) Rights: The company immediately and hereby grants, FN all rights effectively associated with a perfected and perpetual ownership of the Assets.
- 4) Ownership Of Assets: The Company represents and warrants that immediately prior to the Agreement it is, the sole owner of the Assets and that immediately prior to the Agreement it had verified its sole and perfected interest in exclusive ownership of the assets. The Company shall indemnify and hold harmless FN from any claims whatsoever to ownership of the Assets. The Company, hereby, immediately grants FN an irrevocable power of attorney to file any documents required to perfect its interest ownership in the Assets.
- 8) Non-Disclosure of Transaction: The parties to this letter shall not disclose to the public or to any third party (other than the parties affiliates and potential shareholders, legal, accounting and other advisors) the existence of this letter or the proposed Licensing described herein other than with the express prior written consent of the other party, except as may be required by law or applicable stock exchange, SEC or NASD regulations.
- 9) Miscellaneous:
  - a) The Agreement is the only agreement between the parties that exists as of the time of the signing of this Agreement. Any change of this Agreement may only be made in writing and shall only be valid if signed by both parties. There are no oral Agreements between the parties and no oral agreement between the parties shall be valid.
  - b) This Agreement shall be interpreted in accordance with the Delaware Law. Any disputes arising out of this agreement, however, shall be resolved only by arbitration with the rules of the American Arbitration Association and such dispute shall be resolved under the auspices of the American Arbitration Association in Minneapolis, Minnesota, USA.
  - c) This Agreement shall be interpreted as though jointly constructed by the parties hereto without giving preferential contractual interpretation treatment to either party hereto.
  - d) Any portion of this Agreement that is found to be void in a court of law or in violation of law in its governing jurisdiction shall have no impact on the validity of the rest of this Agreement. Such portion of this Agreement in violation may be removed from the Agreement.

10. Termination:

a) In the event FN's institution of bankruptcy IBS gets back the right to use the domain name [www.technicianmarketplace.com](http://www.technicianmarketplace.com), and all other assets FN has received from IBS under this agreement.

b) If there is no event of merger, acquisition or IPOs (Initial Public Offerings) within 5 years from the date of the execution of this agreement the FN buys back its 5% stocks, that is offered to offered to IBS under this agreement, for 200,000 USD, otherwise, Field Nation will loose its exclusive right to use the domain name [www.technicianmarketplace.com](http://www.technicianmarketplace.com), and all other assets Field Nation has received from IBS under this agreement.

We look forward to proceeding with IBS in transaction that we believe will be advantageous to all concerned. If the foregoing is in accordance with your understanding, please so acknowledge by signing the enclosed copy of this letter and returning it to us.

Sincerely,

Field Nation, LLC

By:   
Mynul Khan, Partner

INTERNATONAL BUSINESS SUPPORT, INC. DBA TECHNICIANMARKETPLACE.COM

By:   
Darrel Kluge, CEO

AGREED TO BY: March 20, 2008