

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Prolink Holdings Corp.	08/06/2009
Prolink Solutions, LLC	08/06/2009

RECEIVING PARTY DATA

Name:	Prolink Systems, Inc.
Street Address:	410 S. Benson Ln.
City:	Chandler
State/Country:	ARIZONA
Postal Code:	85224

PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	11406833
Patent Number:	D394637
Patent Number:	7031947
Patent Number:	6525690
Patent Number:	6470242
Patent Number:	6024655
Patent Number:	5878369
Patent Number:	5873797
Patent Number:	5689431
Patent Number:	6236360
Patent Number:	6236940
Patent Number:	6446005
Patent Number:	5438518

CORRESPONDENCE DATA

500931018

PATENT
REEL: 023065 FRAME: 0019

CH \$520.00 11406833

Fax Number: (312)803-2209

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-407-4000

Email: aocasio@loeb.com

Correspondent Name: Scott J. Giordano - LOEB & LOEB LLP

Address Line 1: 345 Park Avenue

Address Line 4: New York, NEW YORK 10154

ATTORNEY DOCKET NUMBER:

211158-10033

NAME OF SUBMITTER:

Sharon A. Ceresnie

Total Attachments: 5

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PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is made as of this 2nd day of August, 2009 ("Effective Date") by PROLINK HOLDINGS CORP., a Delaware corporation ("Company") and PROLINK SOLUTIONS, LLC, a Delaware limited liability company ("ProLink Solutions") (Company and ProLink Solutions, each an "Assignor", and collectively, the "Assignors"), to PROLINK SYSTEMS, INC., a Delaware company (the "Assignee").

WHEREAS, Assignors are the owners of certain patents issued by the United States Patent and Trademark Office ("PTO"), any similar office or agency of the United States, any state, or any other country or political subdivision or other registration, all recordings thereof, and all applications therefor, including but not limited to the patents and patent applications listed on the Schedule A attached hereto, which may be updated or amended by either party at any time after the Effective Date upon the discovery of additional patents owned by Assignors as of the Effective Date that are not listed on Schedule A as of that date (the "Patents");

WHEREAS, the Assignors have entered into financing arrangements (the "Loans") with certain lenders (the "Secured Parties") secured, in part, by a security interest granted by the Assignors to the Secured Parties in the Patents;

WHEREAS, the Assignors have defaulted on their obligations to the Secured Parties in connection with the Loans and pursuant to and in exercise of the rights of a secured party under the Uniform Commercial Code as enacted in the State of New York, a public sale of substantially all of the assets of the Assignors was conducted (the "Sale");

WHEREAS, the Assignee, as the nominee of the Secured Parties and the successful bidder at the Sale, acquired title to the Assignors' assets and, in accordance with the terms of the Sale, the Assignors are assigning all of their right, title and interest in and to the Patents to the Assignee, and the Assignee will be the successor to the ongoing and existing business of the Assignors, or a portion thereof, to which the Patents pertain; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignors do hereby sell, assign and transfer to Assignee all of Assignors' right, title and interest in and to the Patents and all letters patent of the United States to be obtained therefor and/or any continuations, divisions, renewals, substitutes or reissues thereof for the full term or terms for which the same may be granted; together with all causes of action Assignors may have for the infringement of the Patents, including all rights Assignors have to sue and collect damages and payments for claims of past or future infringements of the Patents (the "Infringement Claims"), except to the extent any such Infringement Claims expressly arise out of any one or more of the litigation proceedings identified on Exhibit A hereto.

2. Assignors also assign all of their right, title, and interest in and to the patents of Assignors in all foreign countries, and all applications or registrations for letters patent which may evolve therefrom, including the right to claim International Convention priority.

3. The parties hereby authorize and request the Commissioner for Patents and Trademarks of the United States, and corresponding authorities in all jurisdictions worldwide, to record the title of Assignee as owner of all right, title, and interest in and to the Patents. Upon Assignee's request, the Assignors shall communicate to Assignee any facts relating to the Patents and the history thereof known to the Assignors (in each case to the extent such facts are readily available to Assignors without incurring material expense) and shall assist Assignee and execute any further documents, filings or notices to vest full title and interest in and to the Patents and other corresponding rights in the Assignee.

4. The Assignors represent and warrant that to the actual knowledge of Assignors (without independent inquiry) (a) the Patents are being assigned to Assignee free and clear of any and all liens and/or other encumbrances consensually created by Assignors, other than those, if any, which are not discharged as a matter of law in connection with a disposition of the Patents by the Secured Parties to Assignee at the Sale and (b) since the date of the most recent Uniform Commercial Code financing statement searches conducted by Secured Parties against Assignors, Assignors have not transferred or otherwise consensually encumbered the rights being assigned hereunder.

5. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

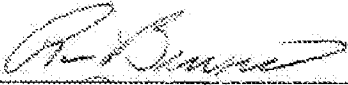
6. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns to each of the Assignors and the Assignee.

7. The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.


[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned has executed this Assignment on the date first written above.

PROLINK HOLDINGS CORP.

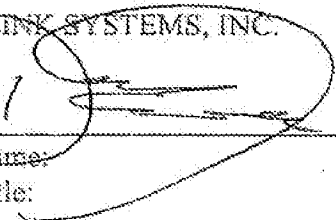
By: 
Name: RON BURSION
Title: CEO

PROLINK SOLUTIONS, LLC

By: 
Name: RON BURSION
Title: CEO

ACCEPTED AND AGREED TO:

PROLINK SYSTEMS, INC.

By: 
Name: _____
Title: _____

SCHEDULE A

APPLICATION/PATENT NO.

Patent No./Ser. No./Pub. No.
Ser. No. 11/406,833
Patent No. D394637
Patent No. 7,031,947
Patent No. 6,525,690
Patent No. 6,470,242
Patent No. 6,024,655
Patent No. 5,878,369
Patent No. 5,873,797
Patent No. 5,689,431
Patent No. 6,236,360
Patent No. 6,236,940
Patent No. 6,446,005
Patent No. 5,438,518

EXHIBIT A

LITIGATION PROCEEDINGS

1. All of each Company's right, title and interest in and to any claims underlying (a) the ICC Arbitration styled, *In The Matter Of Arbitration Pursuant To Article 13 Of An Acquisition Agreement Between ProLink Holdings Corp and Elumina Iberica S.A., et al* (administered by the International Chamber of Commerce, Case No. 15440/JRF) and final award thereunder dated July 8, 2009, (b) the proceeding styled, *ProLink Solutions, LLC v. Elumina Iberica SA* (pending in the U.S. District Court for the District of Arizona, Case No. 08-1001) and (c) the proceeding, styled, *ProLink Solutions, LLC v. Kevin Clarke d/b/a Elumina Iberica UK, a sole proprietorship* (pending in the U.S. District Court for the District of Arizona, Case No. 08-0256), together with any and all proceeds and/or consideration of any type or kind arising solely out of awards, orders and/or judgments issued or settlements entered into in connection with such underlying claims.
2. All of each Company's right, title and interest in and to that certain Export-Import Bank Policy No. ENB-400038 (the "Exim Policy"), together with and all proceeds and/or consideration of any type or kind arising solely out of any claims, awards, orders and/or judgments issued or settlements entered into in connection with the Exim Policy.
3. All of each Company's right, title and interest in and to the any claims underlying the proceeding styled, *ProLink Solutions, LLC v National City Commercial Capital Company, LLC* (pending in The Court Of Common Pleas, Hamilton County, Ohio, Case No. A0906251), together with any and all proceeds and/or consideration of any type or kind arising solely out of awards, orders and/or judgments issued or settlements entered into in connection with such underlying claims.
4. All of each Company's right, title and interest in and to any claims underlying the proceeding styled, *ProLink Solutions, LLC v The Course At Aberdeen, LLP* (pending in The Sarasota County, Florida, Circuit Court, Case No. 2006-CA-010316 NC), together with any and all proceeds and/or consideration of any type or kind arising solely out of awards, orders and/or judgments issued or settlements entered into in connection with such underlying claims.
5. All of each Company's right, title and interest in and to any and all claims any Company may have against E-Z-Go, a division of Textron, Inc., and affiliates (collectively, the "E-Z-Go Entities") relating in any way to the Companies' business dealings with the E-Z-Go Entities through August 6, 2009 (the "E-Z-Go Proceedings"), together with any and all proceeds and/or consideration of any type or kind arising solely out of awards, orders and/or judgments issued or settlements entered into in connection with the E-Z-Go Proceedings.