

EXHIBIT 3

Intellectual Property Assignment

Exhibit B**INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment (the "Assignment") is made by and among **Thorsdale Fiduciary and Guaranty Company Ltd**, a Nevada limited liability company ("Assignor"), and **Fund Alliance Corporation**, a Hawaii corporation ("Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 21, 2014 (as the same may be amended from time to time (the "Asset Purchase Agreement")),

WHEREAS, Assignor is the Owner of all right, title and interest in and to all Internet domain names listed on the attached **Exhibit 1** (the "Intellectual Property"); and

WHEREAS, Assignor desires to assign all right, title and interest in the Intellectual Property and associated goodwill in the Intellectual Property throughout the world to Assignee, and Assignee desires to acquire all Assignor's right title and interest in, to and under the Intellectual Property, together with the goodwill of the business in connection with which the trademarks are used;

Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Intellectual Property together with the goodwill and the business associated with said Intellectual Property and registrations thereof, including any rights under common law, and including, without limitation, all claims, proceeds and causes of action relating to and the right to sue for past, present and future infringements of said Intellectual Property, the same to be held and enjoyed by Assignee for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment not been made.

Assignor hereby requests the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Intellectual Property is properly assigned to Assignee, or any assignee or successor thereto.

Assignor agrees to execute and deliver at a future date, for no additional consideration, any additional documents that the Assignee reasonably determines are required to reflect the Assignee's ownership of the Intellectual Property anywhere in the world.

Assignor will assist in obtaining or providing any further documents which may be required to confirm chain of title thereto.

Assignee shall have the sole and absolute right to assign the Intellectual Property to any wholly-owned subsidiary of Assignee or to any successor-in-interest to the assets, business or securities of Assignee.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but together shall constitute a single instrument

In witness of this assignment, authorized representatives of Assignor and Assignee have executed this Assignment as of the 21st day of February, 2014.

ASSIGNOR:

**THORSDALE FIDUCIARY AND
GUARANTY LTD**

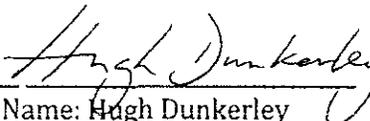
By: 

Name:

Title:

ASSIGNEE:

FUND ALLIANCE CORPORATION

By: 

Name: Hugh Dunkerley

Title: President and CEO

EXHIBIT 1

DOMAIN NAMES

www.fund.com