

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paragon Decision Resources, Inc.		09/17/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Paragon Relocation Resources, Inc.
Street Address:	30071 Tomas
City:	Rancho Santa Margarita
State/Country:	CALIFORNIA
Postal Code:	92688
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2710975	PARAGON
Registration Number:	2741157	FLEXPLAN

CORRESPONDENCE DATA	
Fax Number:	(949)450-8033
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	vturner@hbwillp.com
Correspondent Name:	Vanessa Turner
Address Line 1:	8105 Irvine Center Drive
Address Line 2:	Suite 1400
Address Line 4:	irvine, CALIFORNIA 92618

NAME OF SUBMITTER:	Vanessa Turner
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Total Attachments: 3 source=Trademark Assignment Agreement_2#page1.tif source=Trademark Assignment Agreement_1#page1.tif source=Trademark Assignment Agreement_3#page1.tif
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OP \$65.00 2710975

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement by and through their properly authorized signatories effective as of the date indicated above.

Dated as of September 17, 2004
INC.

PARAGON DECISION RESOURCES,

By: Joseph A. Morabito
Name: Joseph A. Morabito
Title: President and Chief Executive Officer

Dated as of September 17, 2004
INC.

PARAGON RELOCATION RESOURCES,

By: Joseph A. Morabito
Name: Joseph A. Morabito
Title: President and Chief Executive Officer

ASSIGNMENT AGREEMENT

This Assignment Agreement, effective September 17, 2004, is made by and between Paragon Decision Resources, Inc., a California corporation ("Assignor"), and Paragon Relocation Resources, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the marks set forth in the attached "Schedule of the Marks" and the goodwill of the business symbolized and associated therewith, which marks were embodied by registration in the United States Patent and Trademark Office (the foregoing collectively referred to as the "Marks").

WHEREAS, Assignee desires to acquire the Marks, and record its status as owner of the entire right, title, and interest in and to the Marks.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby assign, transfer, and convey to Assignee all its right, title, and interest in and to the Marks, inclusive of the goodwill of the business symbolized by the Marks, and the Trademark Registrations associated therewith including, but not limited to, using the Marks in Assignee's trade names and corporate names.
2. Assignee hereby assumes all liabilities and obligations in connection with the assignment described in Paragraph 1 hereof, except as otherwise agreed to in writing by the parties.
3. Assignor agrees to take whatever further action is deemed necessary or appropriate by Assignee to properly and fully effect and perfect the transfer to Assignee of the Marks, to establish full custody of the Marks by Assignee, to set forth and establish the chain of title to the Marks, and to set forth and establish the first use of the Marks. For example, without limitation, Assignor agrees to execute any and all assignments to Assignee regarding the Marks as may be required in proceedings throughout the world.
4. This Assignment Agreement shall be governed by the internal laws of the State of California, without reference to its conflicts of law principles.

SCHEDULE OF THE MARKS

Mark

Registration Number

PARAGON

2710975

FLEXPLAN

2741157