

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
Systemax Inc.		10/29/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Profit Center Software Inc.
Street Address:	11 Harbor Park Drive
City:	Port Washington
State/Country:	NEW YORK
Postal Code:	11050
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2858549	PROFIT CENTER

CORRESPONDENCE DATA	
Fax Number:	(212)806-2560
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	afisher@stroock.com
Correspondent Name:	Laura E. Goldbard, Esq.
Address Line 1:	180 Maiden Lane
Address Line 4:	New York, NEW YORK 10038

ATTORNEY DOCKET NUMBER:	357032/208
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NAME OF SUBMITTER:	Laura E. Goldbard
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Total Attachments: 2 source=ProfitCenter_1#page1.tif source=ProfitCenter_2#page1.tif

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Systemax Inc. a Delaware Corporation, located and doing business at 11 Harbor Park Drive, Port Washington, New York 11050 (hereinafter referred to as ASSIGNOR”), is the owner of the trademark PROFIT CENTER and the record owner of Trademark Registration No. 2,858,549 for the mark PROFIT CENTER (hereinafter collectively referred to as the "TRADEMARK");

WHEREAS, Profit Center Software Inc. a New York Corporation, located and doing business at 11 Harbor Park Drive, Port Washington, New York 11050 (hereinafter referred to as “ASSIGNEE”), is desirous of acquiring all of the rights, title and interest of ASSIGNOR in, to and under the TRADEMARK, together with the portion of the goodwill of the business associated with the TRADEMARK;

NOW THEREFORE, in consideration of the mutual covenants set forth in the AGREEMENT, ASSIGNOR confirms the transfer and hereby transfers and assigns to ASSIGNEE the entire right, title and interest of ASSIGNOR in and to the TRADEMARK together with the portion of the goodwill of the business associated with the TRADEMARK and the applications therefor; and

ASSIGNOR acknowledges that upon execution of this Assignment, ASSIGNEE shall be the exclusive owner of the TRADEMARK and the portion of the goodwill associated therewith; and

ASSIGNOR does also hereby sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns all claims for damages by reason of past infringement of the TRADEMARK, the right to sue for and collect the same for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives; and

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any country foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the TRADEMARK and title thereto as the property of the ASSIGNEE, its successors, legal representatives and assigns in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the parties have executed this instrument on this 29th day of October, 2004.

SYSTEMAX INC.

By: 

Name: Curt Rush
Title: Secretary

PROFIT CENTER SOFTWARE INC.

By: 

Name: Curt Rush
Title: Secretary