

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vector ESP, Inc.		12/10/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MTM Technologies (Texas), Inc.		
Street Address:	12600 Northborough Drive, Suite 200		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77067		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2924616	VECTOR ESP	
Registration Number:	2763391	ENTERPRISE SERVICES PARTNER	
CORRESPONDENCE DATA			
Fax Number:	(415)369-8731		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 369-7367		
Email:	trademark@thelenreid.com		
Correspondent Name:	Becky L. Troutman		
Address Line 1:	Thelen Reid & Priest LLP		
Address Line 2:	P.O. Box 190187		
Address Line 4:	San Francisco, CALIFORNIA 94119-0187		
NAME OF SUBMITTER:	Becky L. Troutman		
Signature:	/Becky L. Troutman/		
Date:	03/31/2005		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into on this 10 day of December, 2004 by and between Vector ESP, Inc., a Delaware corporation ("Assignor"), and MTM Technologies (Texas), Inc., a Delaware corporation ("Assignee"), with reference to the following:

- A. Assignor is the owner of the trademarks and applications and registrations therefor listed in Exhibit A hereto (the "Marks"); and
- B. Assignee desires to acquire the entire right, title and interest in and to the Marks.

NOW, THEREFORE, the parties agree as follows.

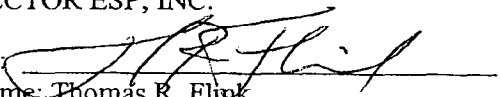
1. Assignment. For and in consideration of the sum of One Dollar (\$1.00), to it in hand paid by Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Marks and the goodwill of the business symbolized by the Marks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

2. Further Assurances. Assignor will execute all instruments and documents of further assurance and will do any and all such acts as may be reasonably required to carry out its obligations and to consummate the transactions contemplated herein.

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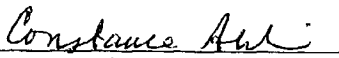
In witness whereof, Thomas R. Flink, an authorized representative of Vector ESP, Inc., has set his hand on behalf of Vector ESP, Inc. as of the date first above written.

VECTOR ESP, INC.

By 
Name: Thomas R. Flink
Title: President

State of New York :
County of New York :

Personally appeared before me the above-named Thomas R. Flink, to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on behalf of Vector ESP, Inc. in my presence on the date thereof and acknowledged the same to be his voluntary act and deed.


Notary Public

My commission to expire on Oct. 30, 2005.

CONSTANCE AHLIN
Notary Public, State of New York
No. 31-4958241
Qualified in New York County
Commission Expires Oct. 30, 2005

EXHIBIT A

- 1) ENTERPRISE SERVICES PARTNER, and U.S. Trademark Registration No. 2,763,391 for ENTERPRISE SERVICES PARTNER, issued September 16, 2003.
- 2) VECTOR ESP, and U.S. Trademark Application No. 76/331,389 for VECTOR ESP, filed October 30, 2001.