

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
S.O.S. Computer Systems, Inc.		04/06/2005	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	Ship Acquisition Corp.
Street Address:	455 Winding Brook Drive
City:	Glastonbury
State/Country:	CONNECTICUT
Postal Code:	06033
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2696608	SOSYSTEMS
Registration Number:	2743740	M*TELLER
Registration Number:	2698384	SOSYSTEMS
Registration Number:	2762415	M*TELLER
Registration Number:	2764850	SOSYSTEMS
Registration Number:	2232735	CENTRYX
Registration Number:	2236081	CENTRYX
Registration Number:	2232734	CENTRYX
Registration Number:	2232733	CENTRYX

CORRESPONDENCE DATA

Fax Number: (860)251-5312
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (860) 251-5935
 Email: trademarks@goodwin.com
 Correspondent Name: Linda P. Casillo, Paralegal

OP \$240.00 2696608

Address Line 1: Shipman & Goodwin LLP
Address Line 2: One Constitution Plaza
Address Line 4: Hartford, CONNECTICUT 06103-1919

NAME OF SUBMITTER:	Linda P. Casillo, Paralegal
Signature:	/Linda P. Casillo/
Date:	04/07/2005

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This **ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS** made as of the 6th day of April, 2005, by **S.O.S. Computer Systems, Inc.**, a corporation incorporated under the laws of the State of Utah, with a mailing address of 720 E. Timpanogos Parkway, Orem, Utah 84097 ("Assignor"), to **Ship Acquisition Corp.**, a Delaware corporation with a mailing address of 455 Winding Brook Drive, Glastonbury, Connecticut 06033 ("Assignee").

RECITALS

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated as of April 6, 2005 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Purchased Assets (as defined in the Agreement), including without limitation the service marks, trademarks and trade names of Assignor used in the Business (as defined in the Agreement). Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names used in the Business, including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price (as defined and set forth in the Agreement), the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the Business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks and Service Marks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks and Service Marks not been made.

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

[Remainder left intentionally blank; next page is the Signature Page]

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IN WITNESS WHEREOF, have caused its duly authorized officer to execute this Assignment of Trademarks and Service Marks as of the date first above written.

S.O.S. Computer Systems, Inc.

By: 

Name: David Smart

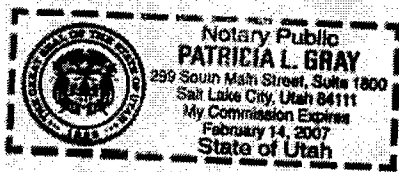
Title: President


STATE OF UTAH)

) ss.

COUNTY OF SALT LAKE

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 5th day of April, 2005, personally appeared DAVID SMART, to me known personally, and who, being by me duly sworn, deposes and says that he is the President of S.O.S. Computer Systems, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its President, and said DAVID SMART acknowledged said instrument to be his/her free act and deed and the free act and deed of said corporation.




Notary Public
Commissioner of the Superior Court
My commission expires:

EXECUTION VERSION

SCHEDULE A

**Trademarks and Service Marks Registered at the
United States Patent and Trademark Office**

	Mark	Registration No.	Registration Date
1.	SOSYSTEMS	2,696,608	3/11/03
2.	M*TELLER	2,743,740	7/29/03
3.	M*TELLER	2,762,415	9/9/03
4.	SOSYSTEMS and design	2,698,384	3/18/03
5.	SOSYSTEMS and design	2,764,850	9/16/03
6.	CENTRYX	2,232,735	3/16/99
7.	CENTRYX	2,236,081	3/30/99
8.	CENTRYX and design	2,232,734	3/16/99
9.	CENTRYX	2,232,733	3/16/99