

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| United Systems, Inc. | | 05/20/2005 | CORPORATION: ARIZONA |
| RECEIVING PARTY DATA | | | |
| Name: | Realink Corporation | | |
| Street Address: | 617 S. Rockford Drive | | |
| City: | Tempe | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85281 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2488300 | REALINK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (602)664-2091 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 602-640-9311 | | |
| Email: | trademarks@omlaw.com | | |
| Correspondent Name: | Jonathan F. Ariano | | |
| Address Line 1: | 2929 North Central Avenue | | |
| Address Line 2: | Suite 2100 | | |
| Address Line 4: | Phoenix, ARIZONA 85067 | | |
| NAME OF SUBMITTER: | Jonathan F. Ariano | | |
| Signature: | /jonathan.f.ariano/ | | |
| Date: | 05/23/2005 | | |

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Total Attachments: 3

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ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS (this "Assignment"), effective as of the 20 day of May, 2005 (the "Effective Date"), is by and between United Systems, Inc., an Arizona corporation ("Assignor"), and Realink Corporation, a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks shown in Schedule A hereto (the "Marks"), which have been adopted and used by Assignor in connection with its business, goods and services; and

WHEREAS, Assignor was administratively dissolved by the Arizona Corporation Commission effective January 14, 2003 and now desires to wind up its affairs and liquidate its business with respect to such administrative dissolution pursuant to that certain Agreement and Plan of Complete Liquidation, dated as of the date hereof, between Assignor and Assignee. In connection with the foregoing, Assignee has acquired all of the assets of Assignor, including the appurtenant goodwill of the business and its goods and services symbolized by the Marks, and is desirous of ensuring that it acquires the entire right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, absolutely and forever as of the Effective Date, its entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by the Marks throughout the world, and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Marks, and all registrations and pending applications therefor, in the United States of America, its territories and possessions, and foreign countries, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
2. As of the Effective Date, all right, title and interest in the Marks shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Without limitation to the foregoing, Assignor assigns with the Marks all associated income, royalties, damages and payments due from or payable by any third party (including, without limitations, damages and payments for past, present, or future infringements or misappropriations thereof) and any and all corresponding rights that, now or hereafter, may be secured throughout the world.
3. Assignor agrees to execute further papers and to do such other acts as may be reasonably necessary and proper to vest full title in and to the Marks in Assignee.

4. Assignor agrees and undertakes that it will not engage in any of the following activities, and it will not facilitate or assist any other person or entity to: (1) challenge the validity of this Assignment; (2) oppose or otherwise challenge any registrations, renewals, or applications for registration of the Marks in the U.S. or any other country in the name of Assignee; (3) challenge Assignee's rights to use, license or otherwise deal with the Marks in the U.S. or any other country; or (4) use the Marks (or any substantially identical or deceptively similar trademarks) in the U.S. or any other country after the date of this Assignment, unless Assignor has the express, written authorization of Assignee to do so.
5. Assignor hereby represents and warrants that it has full right to convey the entire right, title and interest in the Marks herein assigned.
6. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof.
7. This Assignment shall be governed and construed in accordance with the laws of the State of Arizona without regard to conflicts of laws principles thereof and all questions concerning the validity and construction hereof shall be determined in accordance with the laws of Arizona.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR

UNITED SYSTEMS, INC, an Arizona corporation

By: 

Name: Stephen J. Oliver

Title: President

ASSIGNEE

REALINK CORPORATION, a Delaware corporation

By: 

Name: Stephen J. Oliver

Title: President

SCHEDULE A

The Marks

REALINK, serial number: 75638733, registration number: 2488300

UNITED SYSTEMS SOFTWARE CORPORATION, serial number: 73693175