

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
Franklin Group, Inc.		06/09/2004	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	FG Acquisition L.L.C.
Street Address:	Vantage Court North
Internal Address:	200 Cottontail Lane
City:	Somerset
State/Country:	NEW JERSEY
Postal Code:	08873
Entity Type:	limited liability company: NEW JERSEY

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76473413	ECERTIFY
Serial Number:	76473408	ECOMPLIANCE
Serial Number:	76473409	EVIGILANCE
Serial Number:	76473401	EALLOCATE
Serial Number:	76473400	LOSS FACTOR
Serial Number:	76472450	PCAP

CORRESPONDENCE DATA

Fax Number: (212)292-5391
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2122925390
 Email: mail@ipcounselors.com
 Correspondent Name: Epstein Drangel Bazerman & James, LLP
 Address Line 1: 60 East 42nd Street

OP \$165.00 76473413

Address Line 2: Suite 820
Address Line 4: New York, NEW YORK 10165

NAME OF SUBMITTER: Jason M. Drangel

Signature: /jason m. drangel/

Date: 06/23/2005

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of this 9th day of June, 2004 ("Effective Date"), is from FRANKLIN GROUP, INC., a New Jersey corporation ("Assignor"), to FG ACQUISITION L.L.C., a New Jersey limited liability company ("Assignee").

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademarks and trademark applications listed in the attached Schedule A (the "Assigned Trademarks").

WHEREAS, Assignee is desirous of acquiring the Assigned Trademarks, and the goodwill of the business with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and deliver unto the Assignee, its successors and assigns, its entire worldwide right, title and interest, whether statutory or common law rights, in and to the Assigned Trademarks and the registrations thereof without limitation, the right to any renewals and extensions that may be granted thereon, the right to prosecute any applications therefor, together with the goodwill of the business with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity); together with the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and assigns.
3. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment.
4. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

FRANKLIN GROUP, INC.

By Robert P. Wunder
Name: Robert P. Wunder
Title: President

FG ACQUISITION L.L.C.

By John Emery
Name: John Emery
Title: Vice President and Secretary

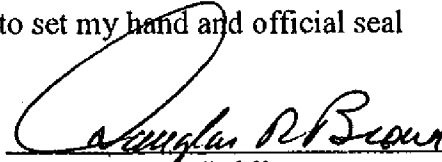
**Schedule A
Assigned Trademarks**

Trademark	Serial No.
ECERTIFY	76/473,413
ECOMPLIANCE	76/473,408
EVIGILANCE	76/473,409
EALLOCATE	76/473,401
LOSS FACTOR	76/473,400
PCAP	76/472,450

STATE OF NEW JERSEY, County of Somerset, TO WIT:

On this the 9th day of June, 2004, before me a notary public of said State, DOUGLAS R. BROWN, the undersigned officer, personally appeared Robert P. Wundt who acknowledged her/himself to be a President of Franklin Group, Inc., and that she/he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as a President

IN WITNESS WHEREOF, I hereunto set my hand and official seal



Notary Public

My Commission Expires:

Douglas R. Brown, ESQ
An Attorney of Law of
New Jersey

STATE OF NEW JERSEY, County of Somerset, TO WIT:

On this the _____ day of June, 2004, before me a notary public of said State, _____, the undersigned officer, personally appeared John Emery, who acknowledged her/himself to be a Vice President and Secretary of FG Acquisition L.L.C., and that she/he, as such Vice President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as a Vice President and Secretary.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Notary Public
Douglas R. Brown, ESQ
An Attorney of Law of
New Jersey

My Commission Expires: