

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
STSC, Inc.		12/17/2003	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Synergy Technical Solutions Corporation		
Street Address:	P.O. Box 1601		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33429-1601		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76075277	SYNTECHS	
Serial Number:	76116252	SYNERGY TECHNICAL SOLUTIONS	
Serial Number:	76116253	SYNERGY TECHNICAL SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(804)644-0957		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(804) 771-9500		
Email:	btate@hf-law.com		
Correspondent Name:	William S. Tate, Esquire		
Address Line 1:	Hirschler Fleischer		
Address Line 2:	P.O. Box 500		
Address Line 4:	Richmond, VIRGINIA 23218-0500		
NAME OF SUBMITTER:	William S. Tate		
Signature:	/wst45915/		

CH \$90.00 76075277

Date:

06/29/2005

Total Attachments: 5

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ASSIGNMENT OF SERVICE MARKS

THIS ASSIGNMENT OF SERVICE MARKS (the "Agreement") is made as of December 17, 2003, by and between STSC, Inc., a Virginia corporation ("Assignor"), located at P.O. Box 1601, Boca Raton, Florida 33429-1601, and Synergy Technical Solutions Corporation, a Virginia corporation, ("Assignee"), located at P.O. Box 1601, Boca Raton, Florida 33429-1601 (collectively, the "Parties"), hereby provides:

RECITALS:

A. Assignor has submitted to the United States Patent and Trademark Office (the "PTO") the application for Service Mark registration for the Service Mark depicted and described on Exhibit A, and has obtained registrations of Service Marks within the United States of America for the Service Marks depicted and described on Exhibit B (collectively, the "Marks"), attached hereto and made a part hereof;

B. Assignor desires to assign to Assignee all of the rights, title and interest that Assignor has in and to the Marks, statutory and at common law, together with the goodwill of the business in connection with which the Marks have been used and are used, represented by such Marks, along with the right to recover for damages and profits for past, present and future infringements thereof and to enjoin any and all past, present and future infringing uses of the Marks;

C. Assignee desires to acquire all rights, title and interest that Assignor has in and to the Marks, statutory and at common law, together with the goodwill of the business in connection with which the Marks have been used and are used, represented by such Marks, along with the right to recover for damages and profits for past, present and future infringements thereof and to enjoin any and all past, present and future infringing uses of the Marks;

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants contained herein, the above recitals which are hereby incorporated into this Agreement, the sum of One Thousand Dollars (\$1,000.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment of Marks from Assignor to Assignee.** Assignor transfers, assigns and quitclaims to Assignee all rights, title and interest Assignor has in and to the Marks, statutory and at common law, together with the goodwill of the business connected with the use of, and which is represented by such Marks, along with the right to recover for damages and profits for any past, present and future infringements of the Marks.

2. **Cooperation.** Assignor hereby authorizes and requests, as appropriate, the United States Patent and Trademark Office Commissioner of Trademarks and any state trademark authority to record Assignee as the assignee and owner of the Marks and any federal, state or foreign application or registration therefor. Assignor hereby agrees, without requiring further

remuneration, to provide promptly to Assignee, its successors in interest, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration, any application for renewal of a registration, or any other business before United States Patent and Trademark Office Commissioner of Trademarks or any state or foreign trademark authority covering the Marks; (2) in the prosecution or defense of any oppositions, interferences, infringement suits or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks transferred herein and this Agreement; (3) in obtaining any additional trademark protection that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world; (4) to otherwise secure and preserve Assignee's rights in the Marks; and (5) in the recordation, implementation or perfection of this Agreement.

3. **Binding Effect.** This Agreement shall be binding upon the Parties, successors in interest and/or assigns, as the case may be, and all others acting by, through, with or under their direction. The Parties intend for this Agreement to be both permanent and irrevocable.

4. **Applicable Law.** This Agreement shall be construed by and interpreted in accordance with the laws of the United States and the Commonwealth of Virginia without reference to its conflict of laws provisions.

5. **Recordation.** Assignee shall have the right to record freely this Agreement, as it deems appropriate, to give notice of its assigned rights contained in this Agreement including, without limitation, recording this Agreement with the United States Patent and Trademark Office.

6. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties to this Agreement, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

7. **General.** This Agreement is the final and complete understanding of the Parties concerning the subject matter hereof, and supersedes all prior discussions, negotiations and agreements concerning such subject matter. This Agreement may not be amended or modified in whole or part except in a writing signed by all the Parties.

IN WITNESS WHEREOF this Agreement has been executed and made effective as of the date first written above.

ASSIGNOR:

STSC, Inc.
a Virginia corporation

By:


Robert J. Roxberry, President

ASSIGNEE:

Synergy Technical Solutions Corporation
a Virginia corporation

By:


Clarissa Peet, Secretary

EXHIBIT A

Application for United States Service Mark Registration

<u>SERVICE MARK</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>
SYNERGY TECHNICAL SOLUTIONS	76/116,253	August 24, 2000

EXHIBIT B

United States Service Mark Registrations

<u>SERVICE MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
SYNERGY TECHNICAL SOLUTIONS	2,858,273	June 29, 2004
SYNTECHS	2,872,013	August 10, 2004

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