

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark and Copyright Assignment
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cotelligent, Inc.		07/15/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Fastech Integrated Solutions, LLC
Street Address:	468 North Camden Dr.
Internal Address:	c/o Skyview Capital - Suite 2000
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	Limited Liability Company:

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	75532917	COTELLIGENT
Serial Number:	75319917	
Serial Number:	75136826	COTELLIGENT
Serial Number:	75082924	COTELLIGENT GROUP, INC.
Registration Number:	2382238	COTELLIGENT
Registration Number:	2339013	
Registration Number:	2302388	COTELLIGENT
Registration Number:	2166279	COTELLIGENT GROUP, INC.

**CORRESPONDENCE DATA**

Fax Number: (202)728-0744  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2028350240  
 Email: daved.alexander@thomson.com  
 Correspondent Name: Corporation Service Company

CH \$215.00 75532917

Address Line 1: 80 State Street  
Address Line 2: 6th Floor  
Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	Daved Alexander
Signature:	/Daved Alexander/
Date:	08/11/2005

**Total Attachments: 6**  
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Execution Copy**TRADEMARK AND COPYRIGHT ASSIGNMENT**

This Trademark and Copyright Assignment is effective as of July 15, 2005 (this "Assignment") by Cotelligent, Inc., a Delaware corporation (the "Assignor"), in favor of Fastech Integrated Solutions, LLC, a Delaware limited liability company (the "Buyer"), whose principal business address is c/o Skyview Capital, 468 North Camden Dr. Suite #2000, Beverly Hills, CA 90210. Capitalized terms used but not defined herein shall have the meanings set forth in that certain Asset Purchase Agreement dated as of April 1, 2005 (the "Purchase Agreement") by and among the Buyer, Cotelligent, Inc., a Delaware corporation, Cotelligent USA, Inc., a California corporation, CZG Mobile Ventures, Inc., a Delaware corporation, bSmart.to LLC, a Delaware limited liability company, and JAS Concepts, Inc., a Pennsylvania corporation (together with the Assignor, the "Sellers").

**WHEREAS**, pursuant to the terms and conditions of the Purchase Agreement, the Sellers agreed to sell, and the Buyer agreed to purchase, the Assets relating to the Sellers' Business, and the Buyer agreed to assume certain obligations of the Sellers relating to the Business; and

**WHEREAS**, the Assignor is the owner of all right, title and interest in, to and under the trademarks listed on the attached Schedule A (the "Marks"), including all trademark rights therefor and all applications and registrations therefor, and (b) the titles listed on the attached Schedule B (the "Works"), including all copyright rights therefor and all U.S. copyright registrations therefor;

**WHEREAS**, the Buyer wishes to purchase, acquire and accept from the Assignor, and the Assignor wishes to sell, transfer, assign and deliver to the Buyer, all of the Assignor's right, title and interest in, to and under the Marks and the Works, including any rights the Assignor may have acquired by assignment.

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

1. The Assignor hereby sells, conveys, assigns, transfers and delivers to the Buyer all of the Assignor's right, title, and interest in, to and under the Marks and the Works, together with the goodwill associated therewith, including all applications and registrations therefor. The Assignor further sells, conveys, assigns, transfers and delivers to the Buyer any and all causes of action arising under the rights assigned hereunder that may have arisen prior to the date hereof. The Assignor further sells, conveys, assigns, transfers and delivers to the Buyer all proceeds to infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world for all of the rights herein assigned.

2. The Assignor agrees to execute and deliver at a future date any additional documents that Buyer reasonably determines are required under federal or state law, to perfect the Buyer's ownership of any intellectual property rights in the Marks or the Works. The Assignor will not file any applications for trademark registration in the U.S. Patent and

Trademark Office or its foreign counterparts for the Marks or any copyright registration in the U.S. Copyright Office or its foreign counterpart for the Works.

3. This Assignment will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section 3.

4. This Assignment will be governed by and construed under the laws of the State of California without regard to conflicts-of-laws principles that would require the application of any other law.

5. This Assignment may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

6. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same document. The exchange of copies of this Assignment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark and Copyright Assignment as of the date first written above.

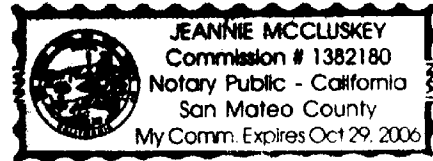
**COTELLIGENT, INC.**

By: Curtis Parker  
Name: CURTIS PARKER  
Title: EVP

**Notary Public:**

Subscribed and sworn to before me  
this 15<sup>th</sup> day of July, 2005.

Notary Public: Jeanie McCluskey  
Stamp/Seal: (signature)



My commission expires: October 29, 2006

**ACKNOWLEDGED BY:**



**FASTECH, LLC**

By: **FASTECH INVESTMENT GROUP, LLC**  
Its: **Manager**

By: [Signature]  
Name: **Alex Soltani**  
Title: **Authorized Representative**

SCHEDULE A

**MARKS**

Mark	Serial No. Filing Date Registration No. Registration Date	Owner	Goods/Services	Status Title Comments
COTELLI GENT	75/532917 August 7, 1998 2382238 September 5, 2000	Cotelligent, Inc. (a Delaware corporation) 101 California Street, Suite 2050, San Francisco, CA 94111	Computer consulting services, namely, programming, software development, and technical support; technical consultation services in the field of telecommunications; computer programming services for others; and computer software design and installation for others, in Class 42.	Registered.  1. Change of Name from Cotelligent Group, Inc. to Cotelligent, Inc. recorded on May 10, 1999 (Reel 1901/Frame 0413).
	75/319917 July 7, 1997 2339013 April 4, 2000	Cotelligent, Inc. (a Delaware corporation) 101 California Street, Suite 2050, San Francisco, CA 94111	Consultation services in the field of computers, computer programming, software development, development of computer applications, telecommunications and help-desk support; computer programming for others; computer software development for others and development of computer applications for others, in Class 42.	Registered.  1. Change of Name from Cotelligent Group, Inc. to Cotelligent, Inc. recorded on May 10, 1999 (Reel 1901/Frame 0413).
COTELLI GENT Plus Design  COTELLI GENT	75/136826 July 19, 1996 2302388 December 21, 1999	Cotelligent, Inc. (a Delaware corporation) 101 California Street, Suite 2050, San Francisco, CA 94111	Developing computer software applications for others, in Class 42.	Registered.  1. Change of Name from Cotelligent Group, Inc. to Cotelligent, Inc. recorded on May 10, 1999 (Reel 1901/Frame 0413).

Mark	Serial No. Filing Date Registration No. Registration Date	Owner	Goods/Services	Status Title Comments
COTELLIGENT GROUP, INC.	75/082924 April 3, 1996 2166279 June 16, 1998	Cotelligent, Inc. (a Delaware corporation) 101 California Street, Suite 2050, San Francisco, CA 94111	Consultation services in the field of computers, computer programming, software development, applications development, telecommunications and help-desk support; computer programming for others; computer software development for others; developing computer software applications for others, in Class 42.	Registered.  1. Change of Name from Cotelligent Group, Inc. to Cotelligent, Inc. recorded on May 10, 1999 (Reel 1901/Frame 0413).

**SCHEDULE B**

**WORKS**

**None.**