

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark and Copyright Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cotelligent, Inc.		07/15/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fastech Integrated Solutions, LLC		
Street Address:	468 North Camden Drive		
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: 3			
Property Type	Number	Word Mark	
Serial Number:	74437077	FASTTRACK	
Registration Number:	1924476	FASTTRACK	
Serial Number:	73665034	FASTECH	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2028350240		
Email:	daved.alexander@thomson.com		
Correspondent Name:	Corporation Service Company		
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/		

CH \$90.00 74437077

Date:

08/11/2005

Total Attachments: 7

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SCHEDULE B

WORKS

Title	Registration No. Registration Date	Owner
SIS administration, hand-held terminal inventory, client control parameters : vol. 4	TXu571773 April 5, 1993	Cotelligent USA, Inc.*
Communications : vol. 9	TXu571772 April 5, 1993	Cotelligent USA, Inc.*
Basic on-line access : vol. 2 : release 3.0.	TXu571771 April 5, 1993	Cotelligent USA, Inc.*
The clarity system : vol. 12.	TXu562795 April 5, 1993	Cotelligent USA, Inc.*
On-screen reports, print reports, spreadsheets : vol. 3, release 2.0.	TXu516548 November 5, 1990	Cotelligent USA, Inc.*
Promotions tracking : v. 7.	TXu479802 November 5, 1990	Cotelligent USA, Inc.*
Short Takes : make your own video.	TXu463799 March 19, 1990	Cotelligent USA, Inc.*
Volume 10 : glossary : release 1.1.	TXu454502 November 5, 1990	Cotelligent USA, Inc.*
Order entry : v. 8.	TXu443475 November 5, 1990	Cotelligent USA, Inc.*
SIS administration, hand-held terminal inventory, client control parameters : v. 4.	TXu443473 November 5, 1990	Cotelligent USA, Inc.*
Communications : v. 9 : personal computer, protocol converter (PC2)	TXu443472 November 5, 1990	Cotelligent USA, Inc.*
Laptop call reporting : release 1.0.	TXu444360 November 5, 1990	Cotelligent USA, Inc.*
Hand-held call reporting : release 1.0.	TXu444359 November 5, 1990	Cotelligent USA, Inc.*
Basic on-line access : release 2.0.	TXu444357 November 5, 1990	Cotelligent USA, Inc.*
Fastech : the company and its products : v. 1.	TXu444353 November 5, 1990	Cotelligent USA, Inc.*
Fastech sales information system.	TX1884589 August 4, 1986	Cotelligent USA, Inc.*

* As successor in interest to Fastech, Inc.

SCHEDULE A

MARKS

Mark	Serial No. Filing Date Registration No. Registration Date	Owner	Goods/Services	Status Title Comments
FASTTRACK	74/437077 September 13, 1993 1924476 October 3, 1995	Cotelligent USA, Inc. (a California corporation) 44 Montgomery Street, Suite 4050, San Francisco, CA 94104	Integrated system of computer hardware, software and peripherals that link remote field portable computer users to central data facilities for use in collecting, organizing, processing, presenting, analyzing and distributing field and central data facilities data, especially sales-activity related information, in Class 9.	Registered. 1. Merger from Fastech, Inc. to Cotelligent USA, Inc. recorded on October 5, 2001 (Reel 2383/Frame 0888).
FASTECH	73/665034 June 5, 1987 1485697 April 19, 1988	Cotelligent USA, Inc. (a California corporation) 44 Montgomery Street, Suite 4050, San Francisco, CA 94104	Providing computer system product design and development services to others for use in the design and development of computer systems for use in monitoring sales-related information, in Class 42.	Registered. 1. Merger from Fastech, Inc. to Cotelligent USA, Inc. recorded on October 5, 2001 (Reel 2383/Frame 0888).

Execution Copy

TRADEMARK AND COPYRIGHT ASSIGNMENT

This Trademark and Copyright Assignment is effective as of July 15, 2005 (this "Assignment") by Cotelligent USA, Inc., a California 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 USA, INC.

By Curtis Parker
Name: CURTIS PARKER
Title: EVP

Notary Public:

Subscribed and sworn to before me
this 15th day of July, 2005.

Notary Public: Jeanne 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

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