

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	08/20/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Arsenal Digital Solutions Worldwide, Inc.		08/20/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Arsenal Digital Solutions USA, Inc.
Street Address:	8000 Regency Parkway
Internal Address:	Suite 100
City:	Cary
State/Country:	NORTH CAROLINA
Postal Code:	27511
Entity Type:	CORPORATION: NORTH CAROLINA

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	78356137	VIABACK
Serial Number:	78356145	VIASTOR
Serial Number:	78356147	VIAREMOTE
Serial Number:	78356132	A ARSENAL DIGITAL SOLUTIONS
Serial Number:	78356135	S3
Serial Number:	78506591	ARSENAL DIGITAL SOLUTIONS
Serial Number:	78506585	VIADISCOVER
Serial Number:	78356148	VIAMANAGE
Serial Number:	76074037	ARSENAL DIGITAL SOLUTIONS WORLDWIDE
Serial Number:	75793724	USENDIT.COM
Serial Number:	75674495	VERTICAL MARKIT

OP \$290.00 78356137

CORRESPONDENCE DATA

Fax Number: (312)863-7812  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: nathaniel.panek@goldbergkohn.com  
Correspondent Name: Nathaniel Panek  
Address Line 1: 55 East Monroe Street  
Address Line 2: Suite 3700  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.101
NAME OF SUBMITTER:	Nathaniel Panek
Signature:	/nathaniel panek/
Date:	10/24/2005

Total Attachments: 6  
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## BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT (“**Bill of Sale**”) is made this 20<sup>th</sup> day of August 2005 by and between ARSENAL DIGITAL SOLUTIONS WORLDWIDE, INC., a Delaware corporation (“**ADS-Worldwide**”), and ARSENAL DIGITAL SOLUTIONS USA, INC., a North Carolina corporation and wholly owned subsidiary of ADS-Worldwide (“**ADS-USA**”).

WHEREAS, ADS-USA and ADS-Worldwide have previously entered into that certain Credit Agreement dated as of January 20, 2005 (the “**Credit Agreement**”) with certain Lenders (as defined therein) and the Agent (as defined therein) to such Lenders; and

WHEREAS, ADS-USA and ADS-Worldwide have received substantial consideration and benefit pursuant to the terms of the Credit Agreement; and

WHEREAS, Section 5.18(a) of the Credit Agreement provides that within 180 days following the Closing Date (as defined in the Credit Agreement), ADS-Worldwide will transfer all of its material assets, including without limitation, any Recurring Revenue Agreements (as defined in the Credit Agreement) and intellectual property, to ADS-USA; and

WHEREAS, on July 19, 2005, the parties entered into that certain Fourth Amendment to the Credit Agreement, which Fourth Amendment extended the time frame contained in Section 5.18(a) until August 20, 2005.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows.

1. **Conveyance.** In consideration of the parties’ execution of the Credit Agreement, ADS-Worldwide hereby sells, assigns, conveys, transfers and delivers to ADS-USA all of ADS-Worldwide’s right, title and interest in and to all the rights and assets of ADS-Worldwide used in or useful for the business operations of ADS-Worldwide (the “**Assets**”), including, without limitation, all Recurring Revenue Agreements and intellectual property of ADS-Worldwide and those assets more particularly described and set forth on the Schedule of Assets attached hereto as Exhibit A. ADS-Worldwide warrants that it hereby transfers good and marketable title to the Assets, free and clear of all liabilities, mortgages, liens, pledges, charges, security interests, encumbrances or title retention agreements of any kind or nature and that ADS-Worldwide has the right and full authority to sell and transfer such Assets without the approval or consent of any third party. Except for the foregoing warranties of title and authority, THE ASSETS ARE BEING PURCHASED “AS IS -- WHERE IS” AND WITHOUT ANY WARRANTY OF ANY NATURE WHATSOEVER, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT ADS-WORLDWIDE DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ADS-USA assumes no liabilities of ADS-Worldwide associated with the Assets that are or were incurred prior to the closing of the transactions contemplated hereby (the “**Closing**”). ADS-Worldwide agrees to defend, indemnify and hold ADS-USA harmless against any and all liabilities associated with the Assets that are or were incurred prior to the Closing that may be

asserted against ADS-USA after the Closing. ADS-USA agrees to defend, indemnify and hold ADS-Worldwide harmless against any and all liabilities associated with the Assets that are incurred after the Closing.

2. Acceptance. ADS-USA hereby accepts the foregoing transfer and assignment.

3. Indemnification. ADS-Worldwide at its own expense will defend and hold ADS-USA and its officers, directors, employees and agents harmless from any demand, claim, loss, liability or damage, including reasonable attorneys' fees, whether in tort or in contract, related to or arising out of any claim asserted against ADS-USA, which is related to or arises from a breach of ADS-Worldwide's representations and warranties herein. The foregoing obligations are contingent upon the ADS-USA: (i) promptly notifying ADS-Worldwide of any claim, suit, or proceeding for which indemnity is claimed; (ii) cooperating reasonably with ADS-Worldwide at ADS-Worldwide's expense; and (iii) allowing ADS-Worldwide to control the defense or settlement thereof. ADS-USA will have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense.

4. Further Assurances. ADS-Worldwide agrees from time to time, upon the request of ADS-USA, to execute, acknowledge and deliver all such further instruments or perform all such further acts as may be reasonably necessary or desirable, in the reasonable opinion of counsel for ADS-USA, in connection with the sale, assignment, conveyance, transfer and delivery of the Assets as provided herein.


5. Miscellaneous. This Bill of Sale shall be governed and interpreted, and all rights and obligations of the parties shall be determined, in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules. This Bill of Sale (including the exhibits and schedules attached hereto) constitute the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede and cancel all prior agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, respecting such subject matter. This Bill of Sale may be amended only by a written instrument executed by all the parties or their successors or assigns. This Bill of Sale shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This Bill of Sale may be executed in one or more counterparts and each counterpart shall be deemed to be an original. This Bill of Sale may also be executed and delivered in counterparts executed and delivered via facsimile transmission, and any such counterpart executed and delivered via facsimile transmission shall be deemed an original for all intents and purposes.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Bill of Sale and Assignment as of the date first above written.

**ADS-WORLDWIDE:**

ARSENAL DIGITAL SOLUTIONS  
WORLDWIDE, INC.

By:   
Name: Steven Hovan  
Title: CFO

**ADS-USA:**

ARSENAL DIGITAL SOLUTIONS USA, INC.


By:   
Name: Steven Hovan  
Title: CFO

EXHIBIT A  
Schedule of Assets

**Patents:**

<u>Description</u>	<u>Application/ Registration No.</u>	<u>Issue Date</u>
Systems, Methods and Computer Program Products for Managing a Plurality of Remotely Located Data Storage Systems	10/784,605	Filed 2/23/04
Agentless Systems, Methods and Computer Program Products for Managing a Plurality of Remotely Located Data Storage Systems	10/862,712	Filed 6/07/04

**Trademarks:**

<u>Description</u>	<u>Application/Registration No.</u>	<u>Issue/Registration Date</u>
ViaBack	78/356,137	1/23/04
ViaStor	78/356,145	1/23/04
ViaRemote	78/356,147	1/23/04
ARSENAL DIGITAL SOLUTIONS & Design	78/356,132	1/23/04
s3	78/356,135	1/23/04
Arsenal Digital Solutions, & Design	78/506,591	10/27/04
Via Discover	78/506,585	10/27/04
ViaManage	78/356,148	1/23/04
Arsenal Digital Solutions Worldwide	76/074,037	6/19/00
Usendit.com	75/793,724	5/22/01
Vertical Markit	75/674,495	7/25/00

**Material Agreements:**

See attached list.

**Material Agreements**

<b>Partner/Other Party</b>	<b>Type of Agreement</b>	<b>Start Date</b>
AT&T	Storage Utility Services Agreement (and all related Statements of Work and Amendments, excluding the Statement of Work for the Procurement of Storage Utility Services made on 31-October-2003 between ADS – Hong Kong Limited and AT&T Global Network Services Limited)	7/1/03
Verio	Storage Utility Services Agreement (and all related Statements of Work and Amendments)	7/10/00
Verizon	Master Services Agreement (and all related Statements of Work and Amendments)	1/1/05
EMC2	Master Lease Agreement	9/27/04
Veritas Software Global Corporation	Software License and Services Agreement (including all related Amendments)	12/15/00
Veritas Software Global Corporation	XSP Channel Program (including all related Amendments)	12/15/00
Metromedia Fiber Network Services, Inc.	Managed Storage Services Agreement (including all related Statements of Work and Amendments)	7/1/02
Art.com/AllPosters.com	Storage Utility Services Agreement (including all related Amendments)	9/24/04
Con Edison Communications, LLC	Storage Utility Services Agreement (including all related Statements of Work and Amendments)	3/1/04
Data Storage Services	Value Added Distributor Agreement (including all related Statements of Work and Amendments)	12/3/04
Open Access, Inc.	Master Storage Services Agreement (including all related Statements of Work)	05/2004
Peak 10, Inc.	Master Storage Services Agreement (including all related Statements of Work and Amendments)	5/5/04
Nap of the Americas, Inc.	Storage Utility Services Agreement (including all related Statements of Work and Amendments)	10/10/03
Time Warner Cable Commercial Services	Storage Utility Services Agreement (including all related Statements of Work and Amendments)	11/8/04
Network Development Group	Data Network Exchange Facility Services Agreement	6/9/01
Hess Energy Trading Company	Services Agreement	2/20/99