

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MicroNet, Inc.		01/10/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	AmeriVault Corp.		
Street Address:	130 Turner Street		
Internal Address:	Building 3, Suite 220		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02453		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2538092	CAPITAL BACKUP	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8000		
Email:	eileen.sullivan@bingham.com		
Correspondent Name:	Eileen Sullivan		
Address Line 1:	Bingham McCutchen LLP		
Address Line 2:	150 Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	AMERI-008		
NAME OF SUBMITTER:	Eileen Sullivan		
Signature:	/eileen sullivan/		

OP \$40.00 2538092

Date:

02/06/2006

Total Attachments: 5

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SERVICE MARK ASSIGNMENT

This assignment agreement is entered into as of January 10, 2006, by and between MicroNet, Inc., a New York corporation, having a principal address of 9 St. Joseph Street, Schenectady, New York 12303 (hereinafter "Assignor"), and AmeriVault Corp., a Delaware corporation, having an address of 130 Turner Street, Building 3, Suite 220, Waltham, Massachusetts 02453 (hereinafter "Assignee").

WHEREAS, Assignor has adopted and used the service mark CAPITAL BACKUP in connection with Internet-based disaster recovery and data backup services;

WHEREAS, Assignor is the record owner of the United States federal service mark registration no. 2538092 registered on February 12, 2002 (hereinafter referred to as the "Registration," and the service mark which is the subject of such registration referred to as the "Mark");

WHEREAS, Assignee is desirous of receiving an assignment and confirming Assignee's ownership of any and all of Assignor's right, title and interest in and to the Mark and the Registration thereof, and including the goodwill associated with the Mark, and;

WHEREAS, Assignor desires to transfer to Assignee and confirm Assignee's ownership of any and all right, title and interest Assignor holds in and to the Mark, as well as to the Registration thereof and such associated goodwill;

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, as well as other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties hereto, Assignor and Assignee hereby agree as follows:

1. Assignor represents and warrants that, as of the date hereof, it is the record owner of the Registration.

2. Assignor represents and warrants that, as of the date hereof, no security interest is outstanding in favor of any third party with respect to any of its rights in the Mark or the Registration.

3. Assignor agrees to cooperate with Assignee in providing any documentation or assistance that Assignee may reasonably request in securing and perfecting the rights transferred pursuant to this Assignment Agreement.

4. Assignor does hereby assign and transfer to Assignee, its successors and assigns, and confirms Assignee's record ownership of, as of the date hereof, all of the right, title, and interest held by Assignor in and to the Mark (including but not limited to any common law rights possessed in the Mark) and the Registration thereof, and including the goodwill associated with the Mark.

5. Assignor further assigns and transfers to Assignee and confirms Assignee's ownership of, as of the date hereof, all rights of Assignor to damages or profits, due or accrued, arising out of past infringement of the Mark or damage or injury to the Mark or the goodwill associated therewith.


6. This Assignment Agreement is binding upon the parties hereto, as well as their respective successors, assigns, affiliates, officers, and owners, and all those acting in concert or in privity with the foregoing.

7. Each party represents and warrants to the other that the individual signing below on its behalf has done so with full authority to bind such respective incorporated party.

8. This Service Mark Assignment shall be deemed effective as of the date first set forth above.

ASSIGNOR
MicroNet, Inc.

Effective Date: January 10, 2006

By: 
Name: David M. Casey
Title: President

ASSIGNEE
AmeriVault Corp.

Effective Date: January 10, 2006

By: _____
Name: _____
Title: _____

7. Each party represents and warrants to the other that the individual signing below on its behalf has done so with full authority to bind such respective incorporated party.

8. This Service Mark Assignment shall be deemed effective as of the date first set forth above.

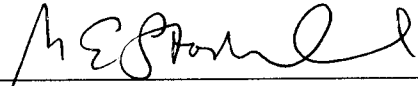
ASSIGNOR
MicroNet, Inc.

Effective Date: January 10, 2006

By: _____
Name:
Title:

ASSIGNEE
AmeriVault Corp.

Effective Date: January 10, 2006

By: 
Name: RESTODDANO
Title: PRICER

Schedule A – Service Mark Registration

Service Mark	Registration No.	Registration Date
CAPITAL BACKUP	2538092	February 12, 2002