

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
Core Integration Partners, Inc.		04/28/2006	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Visionary Integration Professionals, LLC		
Also Known As:	AKA VIP, LLC		
Street Address:	80 Iron Point Circle		
Internal Address:	Suite 100		
City:	Folsom		
State/Country:	CALIFORNIA		
Postal Code:	95630		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2687665	THE MATRIX METHODOLOGY	
CORRESPONDENCE DATA			
Fax Number:	(916)444-2100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9164441000		
Email:	garupo@downeybrand.com		
Correspondent Name:	Grace M. Arupo		
Address Line 1:	555 Capitol Mall		
Address Line 2:	10th Floor		
Address Line 4:	Sacramento, CALIFORNIA 95814		
NAME OF SUBMITTER:	Grace M. Arupo		
Signature:	/Grace M. Arupo/		

OP \$40.00 2687665

Date:

05/02/2006

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of April 28, 2006, is entered into by and among Visionary Integration Professionals, LLC, a Delaware limited liability company ("**Purchaser**"), Core Integration Partners, Inc., a Colorado corporation ("**Seller**"), and Ana Quintana and Julie Burroughs, individuals (the "**Shareholders**"). Purchaser, Seller and the Shareholders are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. WHEREAS, Seller is a full-service consulting firm specializing in business intelligence including data warehousing, information integration, and reporting tools (the "**Business**").

B. WHEREAS, Purchaser desires to purchase or acquire from Seller and Seller desires to sell, assign and transfer to Purchaser certain assets of Seller used to operate the Business.

C. WHEREAS, except as specifically provided in this Agreement, Purchaser is not assuming any Liability of Seller or the Shareholders.

D. WHEREAS, the Parties desire to enter into this Agreement in order to provide for the purchase and sale of the Transferred Assets and to set forth certain representations, warranties, covenants, conditions, and agreements made and agreed to in connection with and as an inducement to such transaction.

AGREEMENT

In consideration of the mutual covenants, agreements, representations, warranties, and conditions contained herein, the Parties to this Agreement hereby agree as follows:

**ARTICLE 1
CERTAIN DEFINED TERMS; PURCHASE AND SALE OF ASSETS**

1.1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Intellectual Property” shall mean any intellectual or intangible property (whether owned or licensed) including, without limitation, trademarks, trademark registrations and applications, service marks, trade names, corporate names and fictitious names, copyrights, copyright registrations, works of authorship, patents, patent applications, industrial design registrations and applications, integrated circuit topography applications and registrations, design rights, inventions, trade secrets, data, technical information, confidential information, designs, plans, specifications, formulas, processes, patterns, compilations, devices, techniques, mask works, methods, shop rights, know-how, show-how, and other business or technical confidential or proprietary information in each case whether or not such rights are patentable, copyrightable, or registrable, software and computer hardware programs and systems, source code, object code, know-how, show-how, processes, formula, specifications and designs, databases, and documentation relating to the foregoing; all domain names and internet addresses, and content with respect to internet websites including such content in its electronic form and other proprietary information owned, controlled, created, under development or used by or on behalf of any person in whole or in part and whether or not registrable or registered, and any registrations or applications for the foregoing.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.2 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller shall sell, convey, assign, transfer, and deliver to Purchaser, and Purchaser shall purchase and receive from Seller, all of the assets of Seller, including, without limitation, those assets specifically set forth in Exhibit A (collectively, the "**Transferred Assets**") in exchange for the Purchase Price, provided, however, that Purchaser will not be acquiring any of the assets of Seller set forth in Exhibit B (the "**Excluded Assets**"). The purchase and sale of the Transferred Assts shall be referred to as the "**Transfer.**"

[REDACTED]

[REDACTED]

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed all as of the date first above written.

Purchaser:

VISIONARY INTEGRATION PROFESSIONALS, LLC,
a Delaware limited liability company

By: Jonna A. Ward
Jonna A. Ward, Chief Executive Officer

Seller:

CORE INTEGRATION PARTNERS, INC.,
a Colorado corporation

By: Ana Quintana
Ana Quintana, President

By: Julie Burroughs
Julie Burroughs, Secretary

Shareholders:

Ana Quintana
Ana Quintana, an individual

Julie Burroughs
Julie Burroughs, an individual

EXHIBIT A

Transferred Assets

The Transferred Assets include all assets of Core Integration Partners, Inc. (other than the Excluded Assets) including but not limited to the following:

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]
6. [REDACTED]
7. all intellectual property and proprietary rights including, without limitation, all trademarks, service marks, trade names, copyrights, copyright applications, inventions, trade secrets, logos, slogans, client lists, patents, patent applications, databases, account information, proprietary model, systems, processes;
8. [REDACTED]
9. [REDACTED]
10. [REDACTED]
11. [REDACTED]
12. [REDACTED]
13. [REDACTED]
14. [REDACTED]
15. [REDACTED] policies, procedures
16. [REDACTED] manuals & contact
17. [REDACTED]
18. [REDACTED]
19. [REDACTED]
20. [REDACTED]
21. [REDACTED]
22. [REDACTED]