

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
General Dynamics Advanced Information Systems, Inc.		04/28/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Catalyst Direct, Inc.		
Street Address:	110 Marina Drive		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14626		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2509655	EQUIENT	
CORRESPONDENCE DATA			
Fax Number:	(585)232-3528		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	585.232.5300		
Email:	jmurray@boylanbrown.com		
Correspondent Name:	Jessica R. Murray		
Address Line 1:	2400 Chase SQ		
Address Line 4:	Rochester, NEW YORK 14604		
NAME OF SUBMITTER:	Jessica R. Murray		
Signature:	/Jessica R. Murray/		
Date:	05/05/2006		

OP \$40.00 2509655

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Trademark Assignment") is entered into as of April 28, 2006 (the "Effective Date"), by and between General Dynamics Advanced Information Systems, Inc., a Delaware corporation ("Assignor"), and Catalyst Direct, Inc., a New York corporation ("Assignee"). This Trademark Assignment is being entered into pursuant to that certain Asset Purchase Agreement dated as of the date hereof by and between Assignor and Assignee (the "Purchase Agreement").

FOR GOOD AND VALUABLE CONSIDERATION as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, all right, title, and interest that Assignor possesses and has the right to transfer in and to the registered trademarks and applications to register trademarks listed on Schedule A attached hereto (which is incorporated into and made a part of this Trademark Assignment), together with all of the goodwill associated with such trademarks and all rights to sue and recover for any past, present or future infringement, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages with respect to same, the same to be held and enjoyed hereinafter by Assignee for its own use and for the use of its successors and assigns.

In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

* * * * *

IN WITNESS WHEREOF, the undersigned parties have caused this Trademark Assignment to be executed as of the Effective Date.

GENERAL DYNAMICS ADVANCED
INFORMATION SYSTEMS, INC.

By: Richard J. Galanis
Name: Richard J. Galanis
Title: Vice President

CATALYST DIRECT, INC.


By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned parties have caused this Trademark Assignment to be executed as of the Effective Date.

GENERAL DYNAMICS ADVANCED
INFORMATION SYSTEMS, INC.

By: _____
Name:
Title:

CATALYST DIRECT, INC.

By:  _____
Name: MICHAEL F. OSBORN
Title: MANAGING DIRECTOR

SCHEDULE A

TRADEMARK REGISTRATIONS			
Country	Reg. Number	Reg. Date	Mark
United States	2,509,655	11/20/2001	Equient