

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
Dynamic Logic Systems, Inc.		01/31/2006	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Team-Systems, LLC
Street Address:	15065 Lebanon Rd
Internal Address:	Suite 201
City:	Old Hickory
State/Country:	TENNESSEE
Postal Code:	37138
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78762701	TEAM-DESIGN!
Serial Number:	78765891	TEAM-RELAY!
Serial Number:	78763417	TEAM-LEADER!
Serial Number:	78765869	TEAM-ACCESS!
Serial Number:	78763745	TEAM-QUOTES!
Serial Number:	78763604	TEAM-MATE!
Serial Number:	78763797	TEAM-XPRESS!
Registration Number:	2882377	TEAM-SCOREBOARD!
Registration Number:	2595951	PRESS-BOX!

CORRESPONDENCE DATA

Fax Number: (212)728-9183
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-728-8183

CH \$240.00 78762701

Email: cseabring@willkie.com
Correspondent Name: Courtenay Seabring
Address Line 1: 787 Seventh Avenue
Address Line 2: Willkie Farr & Gallagher LLP
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:

112451/00038

NAME OF SUBMITTER:

Courtenay Seabring

Signature:

/courtenayseabring/

Date:

07/25/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of this 31st day of January, 2006 (the "Effective Date") by and between Dynamic Logic Systems, Inc., a Tennessee corporation, ("Dynamic") and Team-Systems, LLC, a Tennessee limited liability company ("Team-Systems").

WHEREAS, eCommerce Industries, Inc., a Delaware corporation ("ECI"), Steve Gynn, Dynamic and Team-Systems are parties to that certain LLC Membership Interest Purchase Agreement dated January 31, 2006 (the "Purchase Agreement");

WHEREAS, Dynamic owns certain trademarks used by Team-Systems described in greater detail on Schedule A (the "Marks"); and

WHEREAS, the Purchase Agreement requires that, as a condition to closing, Dynamic assign the Marks to Team-Systems;

NOW, THEREFORE, by this document and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Trademarks. Dynamic hereby permanently and irrevocably assigns to Team-Systems, and its successors and assigns, its entire right, title and interest in and to: (i) the Marks; (ii) any and all goodwill symbolized by and associated with the business conducted under the Marks; (iii) all registrations and applications (including intent-to-use applications) for the Marks; (iv) all income, royalties, damages and payments in respect of the Marks; and (v) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Marks.

2. Further Assurances. Dynamic hereby agrees to execute all papers and to perform such other proper acts as Team-Systems or its successors or assigns deem reasonably necessary to secure for Team-Systems or its successors or assigns, or to evidence, the rights hereby transferred.

3. Fees. The registration for the change of the registered owner of the Marks shall be undertaken by dynamic, and dynamic shall bear the fees, costs and expenses arising therefrom hereby.

4. Representations and Warranties. Dynamic represents and warrants as follows: (i) Dynamic is a corporation organized and validly existing under the laws of the State of Tennessee; (ii) Dynamic has the sole and exclusive ownership of the Marks and no rights or equity of any third party is prejudiced due to the using of the Marks; (iii) there is no litigation pending or threatened or any other disputes arising from or relating to the Marks; (iv) Dynamic has obtained full authority and all consents and approvals of any other third party necessary to execute and perform its obligations under this Agreement;

(v) this Agreement constitutes a legal, valid and binding agreement of Dynamic enforceable against it in accordance with its term; and (vi) Dynamic will not engage in any action that will be detrimental to the validity of the Marks after the completion of the assignment.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions.

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

DYNAMIC LOGIC SYSTEMS, INC.

By: [Signature]

Its: CEO

TEAM-SYSTEMS, LLC

By: [Signature]

Its: CEO

Schedule A

Marks

TRADEMARKS

TEAM-DESIGN!	Application Pending 78762701
TEAM-RELAY!	Application Pending 78765891
TEAM-SCOREBOARD!	Registration 2882377
PRESS-BOX!	Registration 2595951
TEAM-LEADER!	Application Pending 78763417
TEAM-ACCESS!	Application Pending 78765869
TEAM-QUOTES!	Application Pending 78763745
TEAM-MATE!	Application Pending 78763604
TEAM-XPRESS!	Application Pending 78763797

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