

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Terrell Edwards		09/19/2006	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PerfectServe, Inc.		
<b>Street Address:</b>	1225 E. Weisgarber Road, Suite 300		
<b>City:</b>	Knoxville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37909		
<b>Entity Type:</b>	CORPORATION: TENNESSEE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2336513	PERFECTSERVE	
<b>Registration Number:</b>	2352315	PERFECTSERVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)425-5288		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-425-7200		
<b>Email:</b>	tmdocketny@kenyon.com		
<b>Correspondent Name:</b>	James E. Rosini, Esq.		
<b>Address Line 1:</b>	One Broadway		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	10163/2 AND 3		
<b>NAME OF SUBMITTER:</b>	James E. Rosini, Esq.		
<b>Signature:</b>	/James E. Rosini/		
<b>Date:</b>	12/06/2006		

**CH \$65.00 2336513**

**Total Attachments: 2**

source=Terrell Edwards-PerfectServe assignment - 9-26#page1.tif

source=Terrell Edwards-PerfectServe assignment - 9-26#page2.tif

**TRADEMARK ASSIGNMENT**

WHEREAS, Terrell Edwards, a United States individual, having a place of business at 1225 E. Weisgarber Road, Suite 300, Knoxville, TN 37909 (hereinafter "Assignor") is the owner of all right, title and interest in and to the registrations and the trademarks therefor (the "Trademarks") as listed on the attached Schedule A; and

WHEREAS, PerfectServe, Inc., a corporation organized under the laws of the state of Tennessee, having a place of business at 1225 E. Weisgarber Road, Suite 300, Knoxville, TN 37909 (hereinafter "Assignee"). Assignee wishes to acquire from Assignor all of Assignor's rights in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns to Assignee, of all of its rights, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant to and symbolized by the Trademarks and including, without limitation, all common law rights in and to the Trademarks and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks, to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

**Terrell Edwards**

Date: 9-19-06

  
\_\_\_\_\_

**Schedule A**

<b>Trademark</b>	<b>Registration No.</b>
PERFECTSERVE	2336513
PERFECTSERVE & Design	2352315

NY01 1231144 v1