

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
NEPS, Inc.		08/16/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NEPS, LLC		
Street Address:	7 Stiles Road, Unit 201		
City:	Salem		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03079		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2084960	NDEMAND	
Registration Number:	2195720	NMERGE	
Registration Number:	2198124	NTOTAL	
Serial Number:	76162521	NABLE	
CORRESPONDENCE DATA			
Fax Number:	(215)979-1020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	azgifford@duanemorris.com		
Correspondent Name:	Allison Z. Gifford, DUANE MORRIS LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	U1306-00001		
NAME OF SUBMITTER:	Peter E. Kidd		
Signature:	/peterekidd/		

CH \$115.00 2084960

Date:

02/02/2007

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

WHEREAS, NEPS, Inc., a corporation organized under the laws of the State of Delaware ("Assignor"), is the owner of certain trade and service marks registered in the U.S. Patent and Trademark Office and certain pending applications in such office, as set forth on Schedule 1 hereto (collectively, the "Marks"); and

WHEREAS, NEPS, LLC, a limited liability company organized under the laws of the State of Delaware, the full post office address of whose principal office or place of business is 7 Stiles Road, Unit 201, Salem, New Hampshire, United States of America ("Assignee"), is desirous of acquiring the rights to the Marks together with the applications and any goodwill therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign and transfer to Assignee all right, title and interest in and to the Marks and the applications and registrations therefor, together with the goodwill attaching to the Marks, and the right to recover for past infringement of the Marks.

Assignor agrees to take all lawful acts which Assignee may deem advisable or necessary in order to render this assignment fully effective and to register and enforce the rights conveyed hereby, including without limitation, execution of lawful documents, and cooperation in production of evidence and giving of testimony in connection with proceedings to enforce the rights conveyed hereby.

EXECUTED under seal on August 16th, 2006.

NEPS, INC.

By: [Signature]
Denise M. Miano, President

STATE OF: New Hampshire
COUNTY OF: Rockingham, ss

On this 16th day of August, 2006, before me, the undersigned notary public, personally appeared Denise M. Miano, as President of NEPS, Inc., and proved to me through satisfactory evidence of identification, which was personal knowledge (driver's license/passport/other: _____) (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose.

[Signature]
Notary Public: Michelle M. Livingston
My commission expires:

[seal]

MICHELLE M. LIVINGSTON
Notary Public - New Hampshire
My Commission Expires April 6, 2010

SCHEDULE 1

U.S. Registered Trademarks

Mark	Registration No.
NDEMAND	2,084,960
NMERGE	2,195,720
NTOTAL	2,198,124

U.S. Trademark Applications

Mark	Application No.
NABLE	76/162,521