

**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>
CSP Information Group, Inc.		02/07/2007	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CSP, LLC		
<b>Street Address:</b>	1100 Jorie Boulevard		
<b>City:</b>	Oak Brook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60523		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76658682	CSP INDEPENDENT	
<b>Serial Number:</b>	78950597	24-7 CONNECT	
<b>Registration Number:</b>	2986988	CSP	
<b>Registration Number:</b>	2986989	CSP	
<b>Registration Number:</b>	3078346	CSP CONVENIENCE STORE/PETROLEUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)415-8701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 415-8700		
<b>Email:</b>	ptotmcommunications@morganfinnegan.com		
<b>Correspondent Name:</b>	Morgan & Finnegan, L.L.P.		
<b>Address Line 1:</b>	3 World Financial Center		
<b>Address Line 4:</b>	New York, NEW YORK 10281-2101		
<b>ATTORNEY DOCKET NUMBER:</b>	4937-0000		

**CH \$140.00 76658682**

NAME OF SUBMITTER:	Christine Benton
Signature:	/Christine Benton/
Date:	03/01/2007
Total Attachments: 2 source=CSP Info-CSP,LLC - Ass1#page1.tif source=CSP Info-CSP,LLC - Ass2#page1.tif	

**TRADEMARK ASSIGNMENT** ("this Assignment"), made as of February 7, 2007, by CSP Information Group, Inc., a New York corporation ("Assignor"), to CSP, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

A. Assignor is the owner of the Registered Marks (as defined on Schedule A attached hereto and incorporated by reference herein).

B. Assignor, pursuant to the Contribution Agreement, dated as February \_\_, 2007, between Assignor and Assignee (the "Contribution Agreement") desires to assign, transfer and contribute to Assignee all of its right, title, and interest in, to and under the Marks.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and contributes to Assignee all of its right, title, and interest in, to and under the Marks, together with (1) the goodwill of the Business (as defined in the Contribution Agreement) relating to the goods and/or services in respect of which the Marks are used and for which they may be registered; (2) all rights to receive income, royalties and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and other payments for infringements and misappropriations of the Marks; and (3) all rights to sue for infringements or misappropriations of the Marks (the rights and claims described clauses (1)-(3), inclusive, are referred to herein as the "Ancillary Rights").

Assignor covenants that it will, at the request of Assignee or its counsel, and at Assignee's sole cost and expense, (1) execute, acknowledge, deliver and file all instruments and documents and (2) take all other actions, as, in either case, Assignee or its counsel determines to be necessary or appropriate in order to fully vest in Assignee full right, title, and interest in, to and under the Marks and the Ancillary Rights and to register or record the transfer of any registered Marks and pending applications for the registration of any Marks in Assignee's name .

Except as defined herein and in Schedule A hereto, all capitalized terms used in this Assignment, including Schedule A hereto, have the meanings assigned to them in the Contribution Agreement. This Agreement shall be governed by and construed under the laws of the State of New York, without giving effect to the choice of law provisions thereof.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of February 7, 2007.

CSP Information Group, Inc.

By: Pl Ruler

## Schedule A

“Marks” means, to extent related to the Business and/or the Contributed Assets (as such terms are defined in the Contribution Agreement) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, including all internet domain names, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, (ii) the right to obtain all renewals thereof; and (iii) all adaptations, derivations and combinations of such names, marks and other source or business identifiers and like intellectual property rights.

The following is a list of all registered Marks and pending applications, if any, for registration of the Marks:

### CSP INFORMATION GROUP, INC.

#### U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Mark</u>	<u>Class</u>
2,986,988	08/23/05	CSP	16 & 35
2,986,989	08/23/05	CSP (stylized)	16 & 35
3,078,346	04/11/06	CSP CONVENIENCE STORE/PETROLEUM	16

#### Pending U.S. Trademark Applications

<u>Ser. No.</u>	<u>Filing Date</u>	<u>Mark</u>	<u>Class</u>
76/658682	04/18/06	CSP INDEPENDENT	16
78/950597	08/11/06	24-7 CONNECT*	35

\* Assignee is a successor to the business of the Assignor, or portion thereof, to which the mark pertains.