

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |  |
|-----------------------|--|
| SUBMISSION TYPE:      | NEW ASSIGNMENT                               |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
| EFFECTIVE DATE:       | 03/31/2006                                   |

**CONVEYING PARTY DATA**

| Name         | Formerly | Execution Date | Entity Type           |
|--------------|----------|----------------|-----------------------|
| Xspand, Inc. |          | 03/31/2006     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                 |                                     |
|-----------------|-------------------------------------|
| Name:           | Plymouth Park Tax Services LLC      |
| Street Address: | 383 Madison Avenue                  |
| City:           | New York                            |
| State/Country:  | NEW YORK                            |
| Postal Code:    | 10179                               |
| Entity Type:    | LIMITED LIABILITY COMPANY: DELAWARE |

**PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2629184 | XSPAND    |

**CORRESPONDENCE DATA**

Fax Number: (212)715-8000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-715-9406  
 Email: mmtm@kramerlevin.com  
 Correspondent Name: Michael Maoz, Esq.  
 Address Line 1: 1177 Avenue of the Americas  
 Address Line 4: New York, NEW YORK 10036

|                         |              |
|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 058844-00216 |
| NAME OF SUBMITTER:      | Michael Maoz |
| Signature:              | /MM/         |

Date:

03/21/2007

Total Attachments: 2

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## SERVICE MARK ASSIGNMENT

SERVICE MARK ASSIGNMENT dated as of March 31, 2006, made by Xspand, Inc., a Delaware corporation, a wholly owned subsidiary of Plymouth Financial Company, Inc. ("Assignor"), in favor of Plymouth Park Tax Services LLC, a Delaware limited liability company ("Assignee").

WHEREAS Assignor is the registrant of the XSPAND mark, U.S. Reg. No. 2,629,184 (registered on October 1, 2002), for use in connection with financial services, namely, advising and consulting municipalities, governments, and other taxing authorities in selling, auctioning, and collecting liens, assets, and receivables; advising and consulting municipalities, governments, and other taxing authorities on cost saving incentives; collecting, selling auctioning and contracting with others to collect, sell and auction municipal liens, assets and receivables; structuring sales of municipal liens, assets and receivables; and consulting services related to government-owned liens, assets and receivables (the "Mark").

WHEREAS Assignee desires to acquire the Mark;

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of January 18, 2006, between Plymouth Financial Company, Inc., Assignee and the stockholders described therein (the "Asset Purchase Agreement"), Plymouth Financial Company, Inc. has agreed to cause Assignor to assign to Assignee all right, title and interest in and to the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and otherwise conveys to Assignee all of Assignor's right, title, and interest in and to the Mark, along with the following:

1. the goodwill of the business symbolized by and associated with the Mark;
2. all rights to proceeds of the foregoing including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Mark; and
3. all the benefit of the Mark.

FURTHER, Assignor agrees to execute (and to provide to Assignee promptly after Assignor's execution thereof) such further instruments, documents and assignments as may be reasonably necessary to effectuate the purpose of this Service Mark Assignment and to enable Assignee to record in Assignee's name all of Assignor's rights in and to the Mark with the relevant Trademark Office or other governing authority. No representations or warranties whatsoever, other than the express representations and warranties set forth in Section 3 of the Asset Purchase Agreement, are made by Assignor with respect to the Mark.

Assignor has caused this Service Mark Assignment to be duly executed and authorized as of the date hereof.

XSPAND, INC.

By:   
Name: Denis F. Kelly  
Title: Authorized Signatory