

**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>
Praeses Corporation		12/31/2006	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Praeses, LLC		
<b>Street Address:</b>	330 Marshall Street, Suite 800		
<b>City:</b>	Shreveport		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	71101		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: LOUISIANA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2686383	PRAESES	
<b>Registration Number:</b>	2686380	PRAESES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(318)213-8137		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(318) 424-8125		
<b>Email:</b>	lynn.boudreaux@praeses.com		
<b>Correspondent Name:</b>	Lynn Boudreaux		
<b>Address Line 1:</b>	330 Marshall Street, Suite 800		
<b>Address Line 4:</b>	Shreveport, LOUISIANA 71101		
<b>NAME OF SUBMITTER:</b>	Lynn E. Boudreaux		
<b>Signature:</b>	/Lynn E. Boudreaux/		
<b>Date:</b>	04/30/2007		
<b>Total Attachments: 3</b>			

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source=Bill of Sale w-Exhibit A#page3.tif

## BILL OF SALE

This BILL OF SALE (the "**Bill of Sale**") is entered into effective as of December 31, 2006 (the "Effective Date") by and between:

**PRAESES CORPORATION ("Seller")** a Georgia corporation with a mailing address of 330 Marshall Street, Suite 800, Shreveport, Louisiana 71101 represented herein by its duly authorized Chief Executive Officer, Frank M. Auer;

and

**PRAESES, L.L.C. ("Buyer")**, a Louisiana limited liability company with a mailing address of 330 Marshall Street, Suite 800, Shreveport, Louisiana 71101 represented herein by its duly authorized Manager, Frank M. Auer;

WHEREAS, Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller certain assets described in Schedule 1.1 ("**Assets**") of the Agreement of Purchase and Sale dated effective as of December 31, 2006, a description of said Assets also attached hereto and made a part hereof as Exhibit "A."

1. NOW, THEREFORE, that for good and valuable consideration, receipt of which is hereby acknowledged, the Seller has granted, bargained, sold, conveyed and assigned to the Buyer, and by these presents does hereby grant, bargain, sell, convey and assign to the Buyer, all right, title and interest, legal or equitable, of the Seller in and to the tangible and intangible assets of the Seller listed on Schedule A hereto.

TO HAVE AND TO HOLD said property, with all the appurtenances thereto, unto the Buyer, its successors and assigns, and for its and their own use forever.

2. The Seller hereby constitutes and appoints the Buyer, its successors and assigns, for the limited purpose of enabling the Buyer to complete, insure and perfect the transfer, conveyance and assignment to the Buyer of all the right, title and interest of the Seller in and to the Assets hereby granted, bargained, sold, conveyed or assigned, the true and lawful attorney, irrevocably, of the Seller with full power of substitution, in the name of the Seller or otherwise, and on behalf and for the benefit of and at the expense of the Buyer, its successors and assigns, to demand and receive from time to time any and all property rights in the Assets hereby granted, bargained, sold, conveyed and assigned, and to give receipts, releases and acquittances for and in respect of the same or any part thereof.

3. The Seller hereby covenants that it will, as reasonably required, execute, acknowledge and deliver such other and further acts, deeds, assignments, transfers, conveyances, confirmations, powers of attorney and any instruments of further assurance, approvals and consents as the Buyer may reasonably require in order to complete, insure and perfect the transfer, conveyance and assignment to the Buyer of all the right, title and interest of the Seller in and to the property hereby granted, bargained, sold, conveyed or assigned, or intended so to be.

4. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than the parties hereto and their respective successors and assigns, any remedy or claim under or by reason of this instrument or

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any term, covenant or condition hereof, and all the terms, covenants, conditions and agreements contained in this instrument shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

5. This Bill of Sale is given pursuant to and subject to the terms and provisions of the Agreement. Capitalized terms used herein and in the attached Schedule A and not otherwise defined herein or in such Schedule shall have the meanings ascribed thereto in the Agreement. In the event of any conflict between this Bill of Sale and the Agreement, the Agreement shall control.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its corporate name by its duly authorized officer as of the Effective Date.

SELLER:  
PRAESES CORPORATION

By: Frank M. Auer  
Name: Frank M. Auer  
Title: CEO

BUYER:  
PRAESES, L.L.C.

By: Frank M. Auer  
Name: Frank M. Auer  
Title: Manager

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Exhibit "A"

**Assets**

(a) all of the Seller's right, title and interest in and to the leasehold estate in the office space located as 330 Marshall Street, Suite 800, Shreveport, La 71101 together with all improvements and fixtures located thereon, (collectively, the "**Leasehold Estate**");

(b) the name "Praeses" or "Praeses Corporation" and any other trade name or trademark used in connection with the Business (collectively, "**Company Names**");

(c) all machinery, equipment, apparatus, and tools, owned by the Seller;

(d) all amounts due or owing to the Seller on account of the Business, with the exception of the "**Excluded Assets**";

(e) the benefit of all contracts and agreements between the Seller and customers and all contracts and agreements between the Seller and any party which remain to be performed in whole or in part at the Closing Date, including without limitation all contracts of insurance owned by Seller or where Seller is the insured or the beneficiary (collectively, "**Outstanding Contracts**");

(f) all rights of the Seller against third parties arising out of or in connection with any representations, warranties, conditions, terms, guarantees, or indemnities in favor of the Seller in relation to the Assets;

(g) all intellectual property rights and confidential information owned or used by the Seller, including without limitation, (i) patents, trademarks, service marks, registered designs, copyrights, and applications for any of the foregoing and the right to apply for them in any part of the world; and (ii) inventions, logos, know how, confidential information, trade secrets, customer lists, and sales promotion literature;

(h) office furniture, furnishings, supplies and equipment, appliances, motor vehicles and other tangible personal property;

(i) all transferable licenses, permits, approvals, qualifications or the like, issued by any government or governmental unit, whether federal, state, local or other, owned or held by the Seller (collectively, the "**Authorizations**");

(j) all books and records of the Seller relating to the Business (with the exception of books and records relating to stock ownership and meetings of the Shareholders or board of directors) together with copies of all books and records which the Seller may retain for Federal, State and local taxing authorities;

(k) the business and goodwill as a going concern of the Business.