

05-17-2007

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp.



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

103407239 HEET  
TRADEMARKS ONLY

2007 MAY 15 PM 2:44

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

5-15-07

1. Name of conveying party(ies):

Chimes, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) February 16, 2007

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Diversity MSP, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 725 South Curson Avenue

City: Los Angeles

State: California

Country: USA Zip: 90036

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

Citizenship \_\_\_\_\_  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2718428

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Centralized Applicant Management

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Louis R. Dienes

Internal Address: \_\_\_\_\_

Street Address: 1900 Avenue of the Stars, 7th Floor

City: Los Angeles

State: California Zip: 90067

Phone Number: 310-785-5345

Fax Number: 310-712-3386

Email Address: LDienes@jmbm.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers N/A  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

[Signature]

Signature

5/10/07

Date

05/16/2007 DBYRNE 00000072 2718428

Louis R. Dienes, Esq.

Total number of pages including cover sheet, attachments, and document: 8

40.00  
25.00  
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Refund Ref: 05/16/2007 DBYRNE 0000157396

CHECK Refund Total: \$15.00

TRADEMARK  
REEL: 003545 FRAME: 0881

**Continuation from Item 4B to Recordation Form Cover Sheet**  
**Conveying Party: Chimes, LLC**  
**Receiving Party: Diversity MSP, Inc.**

CENTRALIZED APPLICANT  
MANAGEMENT

Application number 77/051,965

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT, entered into on February \_\_, 2007 ("Effective Date") is by and between Diversity MSP, Inc., a California corporation ("Buyer"), and Chimes, LLC, a Delaware limited liability company formerly known as Chimes, Inc. ("Seller").

### RECITALS

WHEREAS, pursuant to the terms and provisions of that certain Asset Purchase Agreement dated October 18, 2006 among Buyer, Seller, Computer Horizons Corp. ("CHC") and Axiom International, Inc., (the "Asset Purchase Agreement"), under which Seller has agreed to transfer and assign to Buyer, free and clear of all liens, claims, and encumbrances, the Property (as defined in the Asset Purchase Agreement), Seller wishes to assign to Buyer all right, title and interest in and to any trademark, service mark, registration thereof or application for registration therefor, trade name (collectively, the "Trademarks"), invention, patent, patent application, trade secret, know-how (collectively, the "Patents"), copyright, copyright registration, application for copyright registration (collectively, the "Copyrights"), or any other similar type of proprietary intellectual property right (the "Proprietary Rights" and together with the Trademarks, Patents and Copyrights, the "Intellectual Properties"), as set forth in Exhibit 1, in each case which is owned or licensed by Seller or any affiliate of Seller and used or held for use primarily in the Business (as defined in the Asset Purchase Agreement); and

WHEREAS, Buyer and Seller desire to memorialize Seller's agreements relating to such Intellectual Properties as set forth herein; and

WHEREAS, Buyer wishes to accept such assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Subject to and upon the terms and conditions set forth in this Intellectual Property Assignment, Seller hereby assigns to Buyer, and Buyer hereby accepts, all rights, title and interest in and to the Trademarks, including common law and renewal rights therein, together with the business, or portion thereof, to which the Trademarks pertains, the goodwill symbolized by any and all use of the Trademarks, and the exclusive right to enforce and to obtain registrations therefor in the United States and throughout the world in the sole name of Buyer, its successors or assigns, and including the goodwill of the Business (as defined in the Asset Purchase Agreement) associated therewith.

2. Subject to and upon the terms and conditions set forth in this Intellectual Property Assignment, Seller hereby assigns to Buyer, and Buyer hereby accepts, all right, title and interest in and to the Patents, including all continuations, continuations-in-part and divisional applications claiming priority thereto, and the exclusive right to enforce and to obtain patents with respect thereto in the United States and throughout the world in the sole name of Buyer, its successors or assigns.

3. Subject to and upon the terms and conditions set forth in this Intellectual Property Assignment, Seller hereby assigns to Buyer, and Buyer hereby accepts, all right, title and interest in and to the Copyrights, including common law and renewal rights therein, and the exclusive right to enforce and to obtain registrations therefor in the United States and throughout the world in the sole name of Buyer, its successors or assigns.

4. Subject to and upon the terms and conditions set forth in this Intellectual Property Assignment, Seller hereby assigns to Buyer, and Buyer hereby accepts, all right, title and interest in and to the Proprietary Rights, including the exclusive right to enforce such Proprietary Rights in the United States and throughout the world in the sole name of Buyer, its successors or assigns.

5. Seller shall have no further or continuing interest in the Intellectual Properties.

6. Until such time as CHC has liquidated or dissolved, Seller agrees to assist Buyer at Buyer's sole expense in every legal way to evidence, record and perfect the the assignments set forth in this Intellectual Property Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Buyer is unable for any reason whatsoever to secure the Seller's signature to any document it is entitled to under this Intellectual Property Assignment, Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Seller, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Seller.

7. Buyer agrees to execute such documents as may be requested by Seller to give effect to the terms and provisions hereof.

8. By their signature below, the parties hereto represent that they have full right, power and authority to enter into and perform this agreement.

[THE REST OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto are duly authorized to and do hereby execute this Agreement as of the Effective Date.

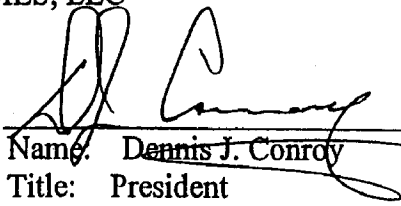
**BUYER:**

DIVERSITY MSP, INC.

By: \_\_\_\_\_  
Name:  
Title:

**SELLER:**

CHIMES, LLC


By:   
Name: Dennis J. Conroy  
Title: President

*Signature Page to IP Assignment*

IN WITNESS WHEREOF, the parties hereto are duly authorized to and do hereby execute this Agreement as of the Effective Date.

**BUYER:**

DIVERSITY MSP, INC.

By:   
Name:  
Title:

**SELLER:**

CHIMES, LLC

By: \_\_\_\_\_  
Name: Dennis J. Conroy  
Title: President

*Signature Page to IP Assignment*

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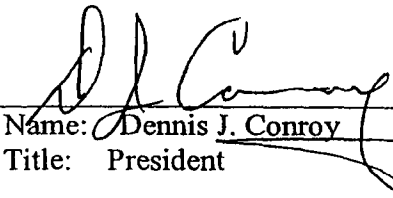
**BUYER:**

DIVERSITY MSP, INC.

By: \_\_\_\_\_  
Name:  
Title:

**SELLER:**

CHIMES, LLC

By:   
Name: Dennis J. Conroy  
Title: President

*Signature Page to IP Assignment*

**Intellectual Properties**

Trademarks:

Trademark Centralize Applicant Management  
Trademark Chimes 2001  
Trademark Chimes 2002  
Trademark Chimes Europe  
Trademark Chimesoft  
Trademark Chimestart  
Trademark CAM  
Trademark Chimes & Design  
Trademark Chimeshare  
Trademark Chimesource  
Trademark CVM  
2 Chimes Logos

Patents: None

Copyrights: None

Software: (See "Asset Balance – Software" Attached)

Chimes maintains the following public website: [www.chimesnet.com](http://www.chimesnet.com)

Source Code:

Email Dispatcher- written in ANSI C on Linux

Report Dispatcher - Crystal reports dispatcher application on windows written in MS Visual C++.

Application (App/WebServers) - PHP 4 on Linux, custom apache mods in C, utilizing the Oracle OCI

Application (DB Server Layer) - Oracle views, pl/sql functions and packages.

CID - Interfaces CID Toolbox and all supporting applications written in Python, utilizing the Oracle OCI

[Note: other system components not related to the application (i.e., tools, support, monitoring, etc.,) not listed.]