

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| EMO Corporation | | 07/06/2007 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ACS Enterprises LLC | | |
| Street Address: | 3300 Bee Cave Road, Suite 650-1224 | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78746 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3041125 | EMO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (512)536-9925 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 512-480-5774 | | |
| Email: | sgriffin@gdhm.com | | |
| Correspondent Name: | Sandra Lee Griffin | | |
| Address Line 1: | 401 Congress Avenue, Suite 2200 | | |
| Address Line 4: | Austin, TEXAS 78701 | | |
| ATTORNEY DOCKET NUMBER: | A22356.1 | | |
| NAME OF SUBMITTER: | Sandra Lee Griffin | | |
| Signature: | /slg/ | | |
| Date: | 07/11/2007 | | |

CH \$40.00 3041125

Total Attachments: 6

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SERVICE MARK ASSIGNMENT

This Service Mark Assignment dated July 6, 2007, is by and between EMO Corporation, a Delaware corporation (“Assignor”) and ACS Enterprises LLC, a Delaware limited liability company (the “Assignee”).

WHEREAS, Assignor is the sole owner of the service marks, service mark applications and trade names listed on Schedule A attached hereto and incorporated herein by reference (all the foregoing being referred to as the “Marks”); and

WHEREAS, Assignor has agreed to transfer to, and Assignee has agreed to acquire the Marks from Assignor; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under Assignor’s registered and unregistered domestic and foreign service marks listed on Schedule A.

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and that is symbolized thereby, all rights to sue for infringement of any Mark, known or unknown, whether arising prior to or subsequent to the date of this Service Mark Assignment, all registrations or applications for registration of any thereof, and any and all renewals or extensions of any thereof, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor has this Service Mark Assignment not been made.

2. Further Assurances. Assignor agrees to do such further acts and to execute and deliver such further agreements, instruments or documents, at Assignee’s expense, as may be reasonably necessary to carry out the purposes of this Service Mark Assignment.


3. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Service Mark Assignment shall be construed in accordance with and governed by the internal laws of the State of Texas without giving effect to any choice of law rule or principle that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Texas to the rights and duties of the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Service Mark Assignment to be executed by their duly authorized representatives as of _____, 2007.

EMO Corporation

Dated: 7/3/07, 2007

By: 
Name: CARY R. BARTON
Title: Court Appointed Receiver

ACS Enterprises LLC

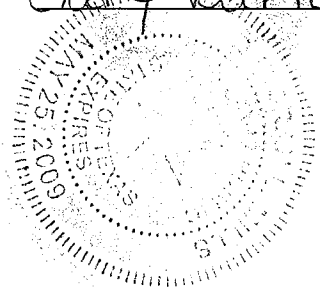
Dated: _____, 2007

By: _____
Name:
Title:

STATE OF Texas :

COUNTY OF Harris :

This instrument was acknowledged before me on the 3 day of July, 2007, by Gary Barton, Receiver of EMO Corporation.



Deborah L. Mich
Notary Public, State of Texas

STATE OF _____ :

COUNTY OF _____ :

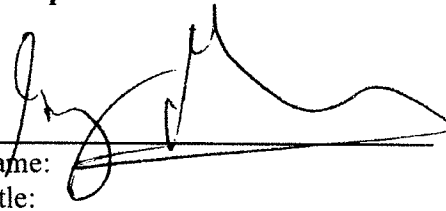
This instrument was acknowledged before me on the _____ day of _____, 2007, by _____ of ACS Enterprises LLC.

Notary Public, State of Texas

IN WITNESS WHEREOF, the parties hereto have caused this Service Mark Assignment to be executed by their duly authorized representatives as of July 6, 2007.


EMO Corporation

Dated: 7/3/07, 2007

By: 
Name: _____
Title: _____

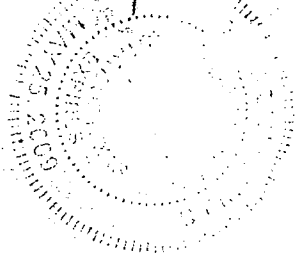
ACS Enterprises LLC

Dated: 7/6/2007, 2007

By: 
Name: Todd Tredreau
Title: president

STATE OF Texas :
COUNTY OF Harris :

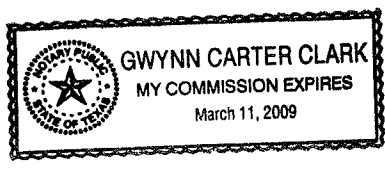
This instrument was acknowledged before me on the 3 day of July, 2007, by Gary Barton, Receiver of EMO Corporation.



Subroal L. Mich
Notary Public, State of Texas

STATE OF TEXAS :
COUNTY OF TRAVIS :

This instrument was acknowledged before me on the 6th day of July, 2007, by TODD TREDGAL, PRESIDENT of ACS Enterprises LLC.



Gwynn Carter Clark
Notary Public, State of Texas

Schedule A

A. Service Mark Registered in the United States

| Mark | Registration No. | Registration Date |
|-------------|-------------------------|--------------------------|
| EMO | 3,041,125 | January 10, 2006 |

B. Service Mark Registered in Australia

| Mark | Registration No. | Registration Date |
|-------------|-------------------------|--------------------------|
| EMO | 1054882 | January 23, 2006 |

C. Pending Service Mark Application in the European Union

| Mark | Application No. | Filing Date |
|-------------|------------------------|--------------------|
| EMO | 4432803 | May 11, 2005 |

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