

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/03/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
netASPx, Inc.		10/03/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	netASPx, LLC
Street Address:	400 Minuteman Rd.
City:	Andover
State/Country:	MASSACHUSETTS
Postal Code:	01810
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2496949	NETASPX

**CORRESPONDENCE DATA**

Fax Number: (617)399-6930  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-399-6933  
 Email: aimes@brllawgroup.com  
 Correspondent Name: Ann Imes  
 Address Line 1: 31 St. James Ave.  
 Address Line 2: Suite 850  
 Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Ann Imes
Signature:	/Ann Imes/
Date:	10/04/2007

OP \$40.00 2496949

**Total Attachments: 3**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of October 3, 2007 (this "Assignment"), from netASPx, Inc., a Delaware corporation ("netASPx"), to netASPx, LLC, a Delaware limited liability company (the "Surviving Company").

WHEREAS, netASPx and the Surviving Company have entered into an Agreement and Plan of Merger, dated the date hereof (the "Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Agreement); and

WHEREAS, under the terms of the Agreement, at the Effective Time, the Surviving Company succeeded to all of the rights, privileges, debts, liabilities, powers and property of netASPx, including all intellectual property of netASPx, and netASPx has agreed to execute this Assignment covering such intellectual property for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, netASPx does hereby agree as follows:

SECTION 1. Assignment. netASPx hereby sells, assigns, transfers, conveys, grants, bargains, sets over, releases, delivers, vests and confirms unto the Surviving Company and its successors and assigns, forever, the entire right, title and interest of netASPx in and to the United States trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto, together with all goodwill associated therewith (the "Trademarks").

SECTION 2. Recordation. netASPx authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Assignment.

SECTION 3. Governing Law. This Assignment shall be governed by the laws of the State of Delaware.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the Merger has caused this Assignment to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NETASPX, INC.

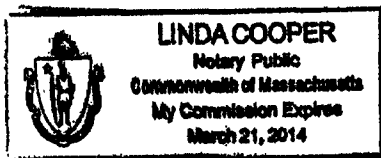
By: \_\_\_\_\_

Name: James W. Pluntze  
Title: Chief Financial Officer

On this 1st day of October, 2007, before me, the undersigned notary public, personally appeared Jim Pluntze, proved to me through satisfactory evidence of identification, which was drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Linda Cooper  
Notary Public

My commission expires 3/21/14



SCHEDULE A  
to  
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

“NETASPX” trademark, Reg. No. 2,496,949.