

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diversified Computer Consultants, L.L.C.		05/01/2001	LIMITED LIABILITY COMPANY: LOUISIANA
RECEIVING PARTY DATA			
Name:	DCC Services, L.L.C.		
Street Address:	1100 Poydras Street, Suite 1350		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70163		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2633437	DBA ON DEMAND	
CORRESPONDENCE DATA			
Fax Number:	(602)258-4441		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602-258-4440		
Email:	chris@daylawfirm.com		
Correspondent Name:	Christopher J. Day		
Address Line 1:	301 East Bethany Home Road, Suite A-213		
Address Line 4:	Phoenix, ARIZONA 85012		
NAME OF SUBMITTER:	Christopher J. Day		
Signature:	/Christopher J. Day/		
Date:	12/27/2007		

OP \$40.00 2633437

Total Attachments: 2

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**AGREEMENT OF DISTRIBUTION AND
CONTRIBUTION**

UNITED STATES OF AMERICA

BETWEEN

STATE OF LOUISIANA

**DIVERSIFIED COMPUTER CONSULTANTS, L.L.C.,
DCC HOLDING, L.L.C., AND DCC SERVICES, L.L.C.**

PARISH OF ORLEANS

This Agreement made this first day of May, 2001, among Diversified Computer Consultants, L.L.C., (the "Company"), a Louisiana limited liability company, DCC Holding, L.L.C. ("Holding"), a Delaware limited liability company, and DCC Services, L.L.C., a Delaware limited liability company ("Services").

Whereas, all of the issued and outstanding unit shares of the Company are owned by the Holding; and

Whereas, the Holding has elected to be subject to income tax under Section 1361, et. seq. of the Internal Revenue Code of 1986 ("IRC") as an S Corporation; and

Whereas, the Company and Services are "qualified subchapter S subsidiaries" as defined under IRC Section 1361; and

Whereas, the Company has been engaged for more than five years in each of two businesses, viz., (1) the business of training low-end entry level computer operators to use various types of computer software in a classroom (the "Training Business"); and (2) an upper-end computer sales, installation, and consulting business catering to larger computer software applications including Oracle and similar sophisticated products (the "Consulting Business"); and , a separation of the Training Business from the Consulting Business is deemed advisable by the parties;

The Parties agree as follows:

1. *Separation of Businesses.* Subject to the transactions herein agreed upon qualifying as a tax-free distribution under IRC Section 1362, the Company's Training Business and Consulting Business will be separated in the manner provided for herein.

2. *Transfer of Consulting Business.* The Company shall, and does hereby transfer to Holding; and Holding does hereby simultaneously transfer to Services the following assets of the Consulting Business, as more fully described in Exhibit B , subject to the liabilities allocable to the Consulting Business, as listed in Exhibit C :

- (a) The inventory of the Consulting Business, if any;
- (b) The leasehold improvements upon the site on which the Consulting Business is operated;
- (c) All trademarks and trade names, lists of customers, and other assets identified with the Consulting Business;
- (d) Working capital equal to \$25,000.

3. *Existing Lease.* The Company shall assign its right, title, and interest to the existing lease (attached as Exhibit D) covering the premises on which the Consulting Business is conducted to Holding, and Holding shall simultaneously assign its said right, title, and interest to Services which shall assume the Company's liability thereunder.

4. *Further Instruments.* Each party shall execute and deliver such further instruments as may be reasonably requested by any other party to carry out the purpose and intent of this Agreement.

7. *Closing.* The transfers contemplated by this Agreement shall take place at the principal office Company and be effective as the date first written herein above.

8. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Louisiana.

9. This Agreement will be executed simultaneously in two or more originals, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Distribution and Contribution as of the date first written above.

Diversified Computer Consultants, L.L.C.

By: *Garth Hernandez*

DCC Holding, L.L.C.

By: *[Signature]*

DCC Services, L.L.C.

By: *[Signature]*

2

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