

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
OmniTI, Inc.		01/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Message Systems, Inc.		
Street Address:	7070 Samuel Morse Drive, Suite 150		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21046		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2730214	POSTAL ENGINE	
Registration Number:	2927414	E ECELERITY PE	
CORRESPONDENCE DATA			
Fax Number:	(410)244-7742		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jcbarbehenn@venable.com		
Correspondent Name:	Joal Barbehenn		
Address Line 1:	Two Hopkins Plaza		
Address Line 4:	Baltimore, MARYLAND 21201		
NAME OF SUBMITTER:	Joal Barbehenn		
Signature:	/Joal Barbehenn/		
Date:	02/08/2008		

Total Attachments: 9
 source=Trademark Assignment (exhibit to Separation Agreement)#page1.tif

CH \$65.00 2730214

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source=IP Assignment and Assumption Agreement (12.31.05)#page1.tif
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is effective as of January 1, 2008 (the "Effective Date"), by and between OMNITI COMPUTER CONSULTING, INC., a Delaware corporation ("OCC"), and MESSAGE SYSTEMS, INC., a Delaware corporation ("MS"). All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings given to such terms in that certain Agreement and Plan of Corporate Separation (the "Spin-Off Agreement"), dated as of the date hereof, by and among OCC, the stockholders of OCC and MS.

WHEREAS, OCC is the owner of the trademark registrations listed on Attachment One hereto (collectively, the "Marks"); and

WHEREAS, in connection with the closing of the transactions contemplated in the Spin-Off Agreement (the "Closing"), OCC has agreed to assign to MS all of its right title and interest in and to the Marks.

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

1. Assignment. OCC hereby sells, assigns and transfers unto MS, its legal successors and assigns, all of the right, title and interest in and to the Marks, together with the goodwill symbolized thereby, and any and all rights at common law or statutory that OCC may have in or to the Marks anywhere in the world, and the right to sue and seek recoveries for any past, present or future infringement of the Marks and the right to apply for renewal of the aforementioned registrations and receive certificates of renewal with respect to the Marks in MS's own name.

2. Further Assurances. OCC agrees at any time hereafter to execute and deliver any such other assignments, and documents as are necessary or desirable to render this assignment in compliance with the local laws of any jurisdiction, or to confirm, effectuate, memorialize or record anywhere in the world the assignment of rights set forth herein.

3. Filing. This document may be filed in one or more counterparts in the trademark offices of any jurisdictions where registrations for the Marks exists or may hereafter be filed by MS or its successors and assigns. The directors of such offices are instructed to issue any certificates of registration or renewal and send any communications from and after the Closing to MS at such addresses as MS may designate.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first set forth above.

OCC (OmniTI Computer Consulting, Inc.):

By: Sherry E Schlossnagle
Name: Sherry E. Schlossnagle
Title: President

State of Maryland
County of Howard
On this 11 day of December, 2007, before me, the under-signed officer, personally appeared Sherry Schlossnagle who made acknowledgment on behalf of OmniTI Computer Consulting, Inc., a corporation, and that he/she/they, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself /herself/themselves as President.

In witness whereof I hereunto set my hand and official seal.
[Signature of notary public] : Syvetta Brantley
[Name of notary public typewritten or printed] Syvetta Brantley
[Notary Seal]
Notary Public
My commission expires: 2/2/09

ACCEPTED:

MS (Message Systems, Inc.):

By: 

Name: George W. Schlossnagle, III

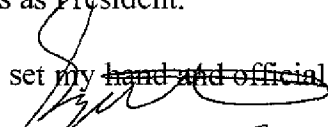
Title: President

State of Maryland

County of Howard

On this 4 day of December, 2007, before me, the under-signed officer, personally appeared George Schlossnagle, III who made acknowledgment on behalf of Message Systems, Inc., a corporation, and that he/she/they, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself /herself/themselves as President.

In witness whereof I hereunto set my ~~hand and~~ official seal.

[Signature of notary public]: 

[Name of notary public typewritten or printed]: Syvella Bratley

[Notary Seal]

Notary Public

My commission expires: 2/2/09

ATTACHMENT ONE

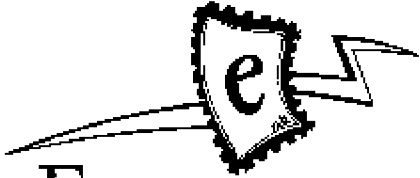
TRADEMARKS

1.



POSTAL ENGINE

2.



ECELERITY

3. MULTIVIP

INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is effective as of December 31, 2005 (the "Effective Date"), by and between OMNITI, INC., a Delaware corporation ("Assignor"), and OMNITI COMPUTER CONSULTING, INC., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the intellectual property rights listed on Attachment One hereto (collectively, the "IP Rights");

WHEREAS, prior to the Effective Date, Assignor has licensed the IP Rights to Assignee; and

WHEREAS, Assignor and Assignee have agreed that Assignor shall transfer all of its right, title and interest in and to the IP Rights to Assignee, as of the Effective Date, in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Assignment and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of IP Rights. Assignor hereby sells, assigns, transfers and sets over unto Assignee, its legal successors and assigns, all of its right, title and interest in and to the IP Rights, together with the goodwill symbolized thereby, and any and all rights at common law or statutory that Assignor may have in or to the IP Rights anywhere in the world, and the right to sue and seek recoveries for any past, present or future infringement of the IP Rights and the right to apply for renewal of the aforementioned registrations and receive certificates of renewal with respect to the IP Rights in Assignee's own name.

2. Patent Matters. With regard to any patents included in the IP Rights (the "Patents"), Assignor hereby sells, assigns, transfers and sets over unto Assignee all of its right, title and interest in and to the Patents and in and to any and all divisions, continuations and continuations-in-part of the applications set forth herein, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made, and all royalties and damages now and later due and payable with respect thereto, including, without limitation, damages and

payments for past, present or future infringements and the right to sue for past, present and future infringements.

3. Further Assurances. Assignor agrees at any time hereafter to execute and deliver any such other assignments, and documents as are necessary or desirable to render this assignment in compliance with the local laws of any jurisdiction, or to confirm, effectuate, memorialize or record anywhere in the world the assignment of rights set forth herein.

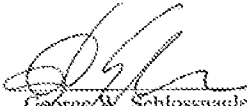
4. Filing. This document may be filed in one or more counterparts in the trademark or copyright offices of any jurisdictions where registrations and pending applications for registration for the IP Rights exists or may hereafter be filed by Assignee or its successors and assigns. The directors of such offices are instructed to issue any certificates of registration or renewal and send any communications from and after the Effective Date to Assignee at such addresses as Assignee may designate.

5. Counterparts. This document may be filed in one or more counterparts in the patent offices of any jurisdictions where Patents are filed or may hereafter exist. The directors of such offices are instructed to issue any Letters Patent and similar certificates and send any communications from and after the Effective Date to Assignee at such addresses as Assignee may designate.

[Signatures Appear on Next Page]

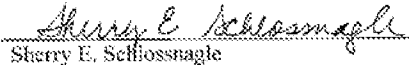
IN WITNESS WHEREOF, this Assignment shall be effective as of the Effective Date.

ASSIGNOR (OMNITL, INC.):

By: 
Name: George W. Schlossnagle, III
Title: Vice President

ACCEPTED:

ASSIGNEE (OMNITL COMPUTER CONSULTING, INC.):

By: 
Name: Sherry E. Schlossnagle
Title: President

Signature Page to Intellectual Property Assignment and Assumption Agreement

ATTACHMENT ONE

IP RIGHTS

Trademarks:

1. Postal Engine
2. Ecelerity

Copyrights:

Partner Products		Canonical Product Name
	Ecelerity Anti Virus Subscription	
	Ecelerity Anti Spam Subscription	
	Message Systems Return Path Events	
	Cloudmark A/V and A/S Solutions	
	Cloudmark Threat Prevention	
	CommTouch Anti Spam Solution	
Perpetual Software License		
	Policy Mngt Module	Ecelerity
	Ecelerity 2.0 Server Software	Ecelerity
	Ecelerity Policy Mngt Module	Ecelerity
	Ecelerity 2.0 Enterprise Version Email	
Application Server	Ecelerity	
	MS Developer/ment License	Ecelerity
	Campaign Mngt Solution	???
	MS Cluster mangt Module	Ecelerity Cluster
	Ecelerity 2.0 Application Server	Ecelerity
	Ecelerity Clustering Module	Ecelerity Cluster
	Ecelerity 2.0 Enterprise Email Application	
Server	Ecelerity	
	MS Server Core	Ecelerity
PE 2 Software		
	PE 1 Campaign Mngt Solutions	PostalEngine
Annual Software		
	Ecelerity Development License	Ecelerity
	Site License	Ecelerity
	MS Software Usage (Per User)	Ecelerity
	EC Usage	Ecelerity
	Processor Perpetual License	Ecelerity

	MS Usage by volume	Ecelerity
Publishing Srvs/Agora	Ecelerity MTA Version 2.0	Ecelerity
Allied Marketing	Ecelerity SMTP Engine, Version 1.0	Ecelerity
Bluestreak	Ecelerity MTA Version 2.0	Ecelerity
CommTouch OEM	MS AS/AV Solution	Ecelerity
Datran Media	Ecelerity MTA Version 2.0	Ecelerity
Denniston Enterprise	Ecelerity SMTP Engine, Version 1.0	Ecelerity
Digital River	Ecelerity MTA Version 2.0	Ecelerity
e-Dialog	Ecelerity SMTP Engine, Version 1.0	Ecelerity
Goodmail Systems Server	Ecelerity Enterprise 2.0 Email Application	Ecelerity