

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
Vanguard Networks Solutions, LLC f/k/a Vanguard Managed Solutions, LLC	FORMERLY Vanguard Managed Solutions, LLC	01/23/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CompuCom VMS, LLC		
Street Address:	7171 Forest Lane		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75230		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2906326	CAREGUARD	
CORRESPONDENCE DATA			
Fax Number:	(214)756-8549		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-740-8549		
Email:	mkorn@lockelord.com		
Correspondent Name:	Martin Korn		
Address Line 1:	2200 Ross Ave.		
Address Line 2:	Ste. 2200		
Address Line 4:	Dallas, TEXAS 75201-6776		
ATTORNEY DOCKET NUMBER:	0520052.00032US		
NAME OF SUBMITTER:	Martin Korn		
Signature:	/Martin Korn/		

CH \$40.00 2906326

Date:

03/28/2008

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") effective as of September 28, 2007 (the "Effective Date"), is by and between Vanguard Networks Solutions, LLC f/k/a Vanguard Managed Solutions, LLC, a Delaware limited liability company ("Assignor") and CompuCom VMS, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor wishes to assign, and Assignee wishes to assume, all of Assignor's right, title and interest in and to the trademarks, service marks, and the corresponding applications and registrations therefor, listed in Schedule A annexed hereto and made a part hereof (the "Trademarks"), together with the business symbolized by and goodwill associated with the Trademarks; and

WHEREAS, Assignor wishes to assign, and Assignee wishes to assume, all of Assignor's right, title and interest in and to the internet domain names and registrations therefor listed on Schedule B annexed hereto and made a part hereof (the "Domain Names").

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

A. Trademarks

1. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by and associated with the Trademarks.

2. Assignor does hereby sell, assign, transfer and set over onto Assignee, its successors and assigns, all claims for damages by reason of past infringement of the Trademarks,

the right to sue for and collect same for its own use and enjoyment and for the use and enjoyment of its successors and assigns.

3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States and the governing authorities in the applicable foreign jurisdictions to record the Trademarks as the property of Assignee, its successors and assigns, in accordance with the terms of this Assignment.

B. Domain Names

1. Assignor sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's rights of every kind and nature, including but not limited to copyrights, trademarks, service marks and goodwill, title, and interest in and to the Domain Names.

2. Within thirty (30) business days from the Effective Date Assignor and Assignee shall commence the transfer of the Domain Names to Assignee in accordance with the applicable domain name transfer procedure of each Registrar ("the Transfer Procedure"). As part of the Transfer Procedure, Assignor shall complete, execute and deliver the applicable registrant name change agreement utilized by each Registrar in a timely manner.

3. Assignor agrees that, at Assignee's sole cost and expense, Assignor will execute any and all documents that may be reasonably necessary or appropriate to perfect Assignee's rights in and to the Domain Names, including but not limited to all documents that may be reasonably necessary or appropriate to effect the transfer of the Domain Names to Assignee in accordance with the Transfer Procedure. In connection with the Transfer Procedure, Assignor will provide any information required or reasonably requested by the Registrar or Assignee,

including but not limited to, the name or names identified by Assignee for billing, administrative and technical contacts.

4. As of the Effective Date, Assignor will stop all use of the Domain Names for any purpose, including, but not limited to, use for an internet site or for electronic mail. Assignor shall not adopt any similar or related names to any Domain Names. Assignor shall at no time contest the validity of the Domain Names.

5. Assignor agrees not to challenge or object to Assignee's (a) right to register, use, own or transfer the Domain Names anywhere in the world, or (b) right to register, use, own or transfer any trademarks, service marks, domain names or trade names that include or consist of the Domain Names anywhere in the world. Assignor also agrees not to take any action that would interfere with any rights Assignee may have or acquire in the Domain Names.

C. Record Title.

To the extent reasonably required by any United States or foreign trademark office or Domain Name Registrar, Assignor agrees to execute and deliver to Assignee, such documents as may be required to perfect the transfer of ownership in and to the Trademarks and the Domain Names from Assignor to Assignee. All out-of-pocket costs due or incurred in assisting with the perfection of title as provided for herein shall be borne by Assignee.

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IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives to be effective as of the Effective Date.

VANGUARD NETWORKS SOLUTIONS, LLC
Assignor

By:  _____

Name: Eva M. Kalawski

Title: Vice President & Secretary

COMPUCOM VMS, LLC
Assignee

By:  _____

Name: Richard A. Mc Donough

Title: Vice President & Secretary

VANGUARD NETWORKS SOLUTIONS, LLC (ASSIGNOR)

[Handwritten signature]

1/23/08

Name: Eva M. Kalawski
Title: Vice President and Secretary

Date

STATE OF CALIFORNIA

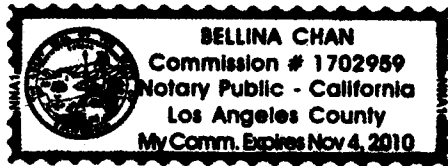
COUNTY OF LOS ANGELES

On this 23rd day of January, 2008, before me personally appeared Eva M. Kalawski, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

[Handwritten signature]

SEAL



Notary Public

My commission expires NOV. 4, 2010

COMPUCOM VMS, LLC (ASSIGNEE)

[Handwritten signature]

2-7-09

Name:
Title: **Richard A. Mc Donough**
Vice President & Secretary

Date

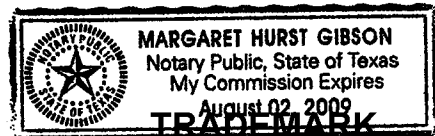
STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

On this 7th day of February, 2008, before me personally appeared RICHARD A. McDONOUGH, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

[Handwritten signature]

SEAL

Notary Public
My commission expires 8/2/09



SCHEDULE A

REGISTERED TRADEMARKS/SERVICE MARKS

Registered Service Marks.

1. CareGuard; United States - Reg. No. 2,906,326, International Class 042
2. CareGuard; Czech Republic - Reg. No. 267411, International Class 042.
3. CareGuard; France – Reg. No. 033233679, International Class 042.
4. CareGuard; United Kingdom – Reg. No. 2334930 International Class 042.

SCHEDULE B

DOMAIN NAMES

<u>Domain Name</u>	<u>Registrar</u>
secureguardms.com	easyDNS Technologies, Inc.
mymanagednetwork.com	easyDNS Technologies, Inc.
careguardms.com	easyDNS Technologies, Inc.