

TRADEMARK ASSIGNMENT

Electronic 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
Forgitron LLC		05/08/2008	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Forgitron Technologies, LLC		
Street Address:	8525 Clinton Road		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3172364	FORGITRON	
CORRESPONDENCE DATA			
Fax Number:	(216)696-0740		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-861-7370		
Email:	clevelandip@bakerlaw.com		
Correspondent Name:	Monica S. Verma		
Address Line 1:	1900 East 9th Street		
Address Line 2:	Suite 3200		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	090204-000001		
NAME OF SUBMITTER:	Monica S. Verma		
Signature:	/Monica S. Verma/		

CH 3172364 \$40.00

Date:

05/21/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into as of May 8, 2008 (this "Assignment") by and between Forgitron LLC, an Ohio limited liability company ("Assignor"), and Forgitron Technologies, LLC, a Delaware limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor has entered into that certain Asset Purchase Agreement dated as of April 18, 2008 (as may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "Agreement") providing, subject to the terms and conditions set forth therein, for the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of all of Assignor's right, title and interest in the Acquired Assets, including the Designated Intellectual Property pertaining thereto.

WHEREAS, Assignor has adopted and registered a certain trademark described on Schedule A (the "Trademark").

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to purchase from Assignor, the Trademark, together with the goodwill of the Business symbolized by such Trademark.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark Assignment. Assignor hereby sells, assigns, conveys, grants and transfers unto Assignee the following:

(a) Assignor's entire right, title and interest in and to the Trademark in the United States, its territorial possessions and in all foreign countries, together with the goodwill of the Business, and any and all renewals and extensions thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, together with the goodwill of the business carried on in connection with such Trademark.

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor have or might have by reason of any infringement of the Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name.

(c) All of Assignor's right, title and interest in and to all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to the Trademark, including, without limitation, the right to recover for past, present or future infringements of the Trademark.

(d) All rights corresponding to the Trademark throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurance.

(a) Assignor agrees that it shall promptly execute, acknowledge and deliver, further assignments, all papers, agreements, instruments, affidavits, notices and assurances as may be requested by Assignee to further effect and evidence the transactions contemplated hereby and as required or useful to apply for, maintain, issue and enforce the Trademark.

(b) Assignor will, at any time upon request and without further consideration, communicate to the Assignee, its successors and assigns, any facts relating to the Trademark or the history thereof as may be known to the Assignor.

3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Assignment may not be amended or supplemented orally, but only by an instrument in writing signed by Assignor and Assignee.

5. No Third-Party Beneficiaries. Nothing in this Assignment shall confer any rights upon any Person other than Assignor and Assignee and each such party's respective successors and permitted assigns.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Agreement Governs. Notwithstanding anything in this Assignment to the contrary, the terms and provisions of the Agreement shall control the extent of the sale and assignment made pursuant to this Assignment. Defined terms with initial capital letters that are used herein but not defined herein shall have the respective meanings, if any, set forth in the Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be executed as of the date first written above.

FORGITRON LLC
("Assignor")

By: *John Sidor Hadgis*

Name: JOHN SIDOR HADGIS

Title: VICE PRESIDENT

FORGITRON TECHNOLOGIES, LLC
("Assignee")

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be executed as of the date first written above.

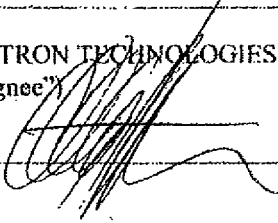
FORGITRON LLC
("Assignor")

By: _____

Name: _____

Title: _____

FORGITRON TECHNOLOGIES, LLC
("Assignee")

By: _____ 

Name: _____

Title: _____

SCHEDULE A

Trademark

Mark	Registration Number	Registration Date
Forgitron	3,172,364	11/14/06

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