

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
D.A. Kopp & Associates, Inc.		01/15/2008	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Dydacomp Development Corp.		
Street Address:	11D Commerce Way		
City:	Totowa		
State/Country:	NEW JERSEY		
Postal Code:	07512		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2672330	MOM	
CORRESPONDENCE DATA			
Fax Number:	(973)904-1050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9739041040		
Email:	dheb@bursik.com		
Correspondent Name:	David H.E. Bursik, Esq.		
Address Line 1:	401 Hamburg Turnpike		
Address Line 2:	Suite 210		
Address Line 4:	Wayne, NEW JERSEY 07470		
NAME OF SUBMITTER:	David H.E. Bursik, Esq.		
Signature:	/David H.E. Bursik, Esq./		
Date:	06/16/2008		

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Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of this 15th day of January, 2008 by and between D.A. Kopp & Associates, Inc., a New Jersey corporation ("Assignor"), and Dydacomp Development Corp. (f/k/a Sunderland Acquisition Corp.), a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Interest and Asset Purchase Agreement dated as of December 20, 2007 (the "**Asset Purchase Agreement**"), by and among the Assignor, Assignee, Card Management Services, LLC, Card Financial Services, LLC and David Kopp and Daniel Kopp, each in their capacity as equityholders. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

WHEREAS, Assignor has adopted, used and is using the trademarks and service marks shown in Schedule A attached hereto (the "**Trademarks**"); and

WHEREAS, Assignee, pursuant to the Asset Purchase Agreement, has acquired on this date from Assignor certain assets and property used in Assignor's business and Assignee desires acquiring the Trademarks, the registrations and applications for registration of the Trademarks shown in Schedule A and any other registrations and applications for registration of the Trademarks, along with the goodwill of Assignor's business symbolized by the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to (i) the Trademarks, (ii) the applications for registration of the Trademarks shown in Schedule A, (iii) any other registrations and applications for registration of the Trademarks throughout the world, including all extensions and renewals thereof, (iv) all causes of action for infringement or dilution thereof, (v) all income, royalties, damages and payments now or hereafter due or payable with respect thereto and (vi) all claims for damages by reason of past and future infringement or dilution thereof and the right to sue and collect damages for such infringement or dilution, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made, and the goodwill of the business symbolized by the Trademarks.

2. The Assignor agrees to execute and deliver such other documents and to take all such other actions as the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.

3. The Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States of America to record this Assignment to reflect Assignee's ownership of the Trademarks set forth on Schedule A.

4. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede any of the covenants, agreements, representations or warranties of any of the applicable parties contained in the Asset Purchase Agreement. In the event of a conflict between the terms of this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to principles of conflicts or choice of laws. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

D.A. KOPP & ASSOCIATES, INC.

By: 

Name: DAVE KOPP

Title: CEO

DYDACOMP DEVELOPMENT CORP.

By: _____

Name:

Title:

TRADEMARK

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

D.A. KOPP & ASSOCIATES, INC.

By: _____
Name:
Title:

DYDACOMP DEVELOPMENT CORP.

By: Adan Cant
Name:
Title:

SCHEDULE A

Trademarks

TRADEMARK	APPLICATION NUMBER	FILING DATE
DYDACOMP	77143247	March 28, 2007
MAIL ORDER MANAGER	77139811	March 26, 2007
M.O.M.	77143243	March 28, 2007
SITELINK	77143236	March 28, 2007

DB MOM

Registration # 2672330 - Registration Date
January 7, 2003

DB