

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
Optimus Solutions, LLC		12/31/2007	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Corus Consulting, LLC		
Street Address:	22 Technology Parkway		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30092		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77155740	RAPID RESPONSE VIRTUAL EOC	
CORRESPONDENCE DATA			
Fax Number:	(202)637-3593		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-383-0100		
Email:	eteas@sutherland.com		
Correspondent Name:	Elisabeth A. Langworthy, Sutherland		
Address Line 1:	1275 Pennsylvania Ave., NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004-2415		
ATTORNEY DOCKET NUMBER:	15199-0022		
NAME OF SUBMITTER:	Elisabeth A. Langworthy		
Signature:	/EALangworthy/		
Date:	07/24/2008		

CH \$40.00 77155740

Total Attachments: 6

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ASSIGNMENT AND ASSUMPTION AGREEMENT
Consulting Services Business

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the close of business on December 31, 2007 by and between Optimus Solutions, LLC, a Georgia limited liability company ("Assignor"), and Corus Consulting, LLC, a Georgia limited liability company ("Assignee").

WHEREAS, Assignor desires to assign the assets specified on Schedule A hereto, and the liabilities related thereto, to Assignee, and Assignee wishes to accept the assignment of, and assume the liabilities related to, such assets, subject to the terms and conditions set forth herein; and

WHEREAS, Assignee is an affiliate of, and consolidated for financial and tax purposes with, the Assignor, and this assignment is being effected as an inter-company transfer within such consolidated group;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Assignment of Assets.

(a) Assignor does hereby convey, transfer and assign (collectively, "Transfer") to Assignee all of Assignor's right, title and interest of every nature (absolute, contingent, fee, leasehold, statutory, contractual or otherwise) in and to all of its assets listed on Schedule A (each asset listed on Schedule A being a "Transferred Asset" and, collectively, the "Transferred Assets") and any and all intellectual property rights vested in Assignor within each Transferred Asset and goodwill related thereto. The Transferred Assets shall include all files, correspondence, reports and data (in tangible or electronic form) pertaining to the Transferred Assets (subject to Assignor's right to retain copies thereof to the extent necessary for archival purposes).

[Signatures on the following page]

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

OPTIMUS SOLUTIONS, LLC

By: 
Name: Mark A. Metz
Title: Chief Executive Officer

CORUS CONSULTING, LLC

By: 
Name: Mark A. Metz
Title: Chief Executive Officer

[Signature Page to Consulting Services Assignment and Assumption Agreement]

**Schedule A
Transferred Assets
(Consulting Services)**

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TRADEMARK
REEL: 003821 FRAME: 0558

8. All of Assignor's past, present and future right, title and interest in and to the software applicable known as Rapid Response Virtual EOC and all intellectual property rights relating thereto, including trademarks, service marks, patents, copyrights and the right to create derivative works based on Rapid Response Virtual EOC.

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