

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
ASPARITY DECISION SOLUTIONS		10/01/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	TEXERT, INC.		
Street Address:	112 West 8th Street		
Internal Address:	Suite 820		
City:	Amarillo		
State/Country:	TEXAS		
Postal Code:	79124		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2829819	J-PORT	
CORRESPONDENCE DATA			
Fax Number:	(973)597-2400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler PC		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068-1791		
ATTORNEY DOCKET NUMBER:	16337/6		
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.		
Signature:	/Vanessa A. Ignacio/		

CH \$40.00 2829819

Date:

10/01/2008

Total Attachments: 4

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Bill of Sale and Assumption Agreement

Date: October 1st, 2007

Seller: Asparity Decision Solutions, Inc.

Seller's Mailing Address:

Asparity Decision Solutions, Inc.
PO Box 3634
Durham, NC 27701

Buyer: Texert, Inc.

Buyer's Mailing Address:

Texert, Inc.
112 West 8th Street, Suite 800 *820 FW*
Amarillo, Texas 79124

Consideration:

Ten Dollars and other good and valuable consideration, including but not limited to the assumption by Buyer of [REDACTED] of the KeySource Commercial Bank liability (Loan No. 400048000), and \$[REDACTED] undrawn line of the KeySource Commercial Bank liability (Loan No. 400048000), and the liability to Al Smith for his injection of V2 as defined in the records of Asparity Decision Solutions, Inc.

Transferred Properties:

Any and all tangible and intangible assets (including contracts) used in the operational risk activity of Asparity Decision Solutions, Inc., per the records of Asparity Decision Solutions, Inc., including but not limited to those listed on the attached Exhibit A.

Reservations from Transfer:

None.

Exceptions to Transfer and Warranty:

None.

Seller, for the Consideration and subject to the Reservations from Transfer and the Exceptions to Transfer and Warranty, sells, transfers, and delivers the Transferred Properties to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's heirs, successors, and assigns forever. Seller binds Seller and Seller's heirs and successors to warrant and forever defend all and singular the Transferred Properties to Buyer and Buyer's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Seller but not otherwise, except as to the Reservations from Transfer and the Exceptions to Transfer and Warranty.

WITH THE EXCEPTION OF THE WARRANTIES OF TITLE, INCLUDING THE

WARRANTY THAT NO LIENS EXIST ON THE TRANSFERRED PROPERTIES EXCEPT AS RECITED, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE TRANSFERRED PROPERTIES THAT HAS BECOME ANY BASIS OF THIS BARGAIN, AND FURTHER, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE TRANSFERRED PROPERTIES THAT WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. SELLER DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATEVER WITH RESPECT TO THE TRANSFERRED PROPERTIES. THE TRANSFERRED PROPERTIES ARE SOLD ON AN "AS IS" BASIS.

Assumption:

Buyer assumes and promises to pay all principal and interest on the KeySource Commercial Bank liability (Loan No. 400048000) (hereinafter "Assumed Debt") to the extent of any principal amounts drawn on such liability subsequent to the first \$ [REDACTED] (dollars) drawn thereon (which indebtedness shall continue to be the liability and responsibility of Asparity Decisions Solutions, Inc.) when due and payable and to keep and perform all of the covenants and obligations of the Borrower as set forth in the loan documents described in that certain "Notice of Final Agreement" regarding the KeySource Commercial Bank liability (Loan No. 400048000) dated August 7, 2007. Further, Seller agrees that Buyer shall have the right to draw an additional [REDACTED] on the Assumed Debt, and that Seller shall not draw any amounts on the Assumed Debt subsequent to the date of this instrument.

Don A. Williams and Carl Treleaven (or their assigns) have and may exercise the Conversion Right as defined herein. For purposes of this Bill of Sale and Assumption Agreement, Conversion Right shall mean the right to pay all or part of the Assumed Debt and receive common shares in Tertext, Inc., at a conversion rate of \$ [REDACTED] per share. The procedure for exercising the Conversion Right shall be as described in "Section 3: Conversion of Note for Common Stock" of that certain Two Year Convertible Promissory Note given to Medlink Management & Trading, Inc., by Tertext, Inc., with the exception of the fact that the Conversion Price shall not be subject to change and shall always be \$ [REDACTED] per share. Don A. Williams and Carl Treleaven (or their assigns) may exercise the Conversion Right in any relative percentages of participation that they agree on, but barring agreement between the two, the relative percentages of participation shall be 50/50. For example, if the parties agree, then Don A. Williams and Carl Treleaven might exercise the Conversion Right as follows: 70% Don A. Williams, 30% Carl Treleaven. If the parties did not agree, then the Conversion Right would be exercised as follows: 50% Don A. Williams, 50% Carl Treleaven. No party may object to the other party exercising a greater than 50% relative percentage of participation unless the objecting party is willing to inject the funds necessary for the objecting party to participate at a 50% relative percentage. For example, if the Assumed Debt has a principal balance of \$ [REDACTED] and Carl Treleaven wants to exercise the Conversion Right as to [REDACTED] of the Assumed Debt (giving Carl Treleaven) a relative percentage of participation of 66%, Don A. Williams must be willing to inject [REDACTED] in order to maintain 50% relative percentage of participation.

To the extent that neither Don A. Williams nor Carl Treleaven (nor their assigns) exercise the Conversion Right, Asparity Decision Solutions, Inc., shall have the right to exercise the Conversion Right under the same terms and conditions as Don A. Williams or Carl Treleaven. In the event that Asparity Decision Solutions, Inc., chooses to exercise the Conversion Right, it shall provide Don A. Williams and Carl Treleaven with at least ten (10) days written notice of its intent to exercise the Conversion Right. If Don A. Williams or Carl Treleaven (or their assigns) respond with written notice to Asparity Decision Solutions, Inc., that they intend to exercise the Conversion Right, then Asparity Decision Solutions, Inc., may not exercise the Conversion Right at that time and must wait at least 90 days before attempting to again exercise the Conversion Right.

TRADEMARK

REEL: 003862 FRAME: 0988

When the context requires, singular nouns and pronouns include the plural.

Asparity Decision Solutions, Inc., a Texas corporation,

North Carolina

Colleen Murphy
Colleen Murphy, President

Texert, Inc., a Texas corporation,

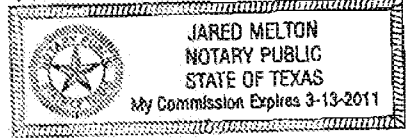
Don Williams
Don A. Williams, President

Don Williams
Don A. Williams, Individually

Carl Treleaven
Carl Treleaven, Individually

STATE OF _____)
COUNTY OF _____)

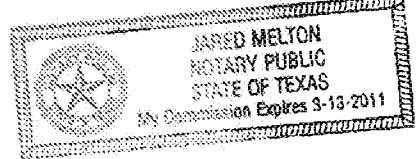
This instrument was acknowledged before me on _____, 2007, by Colleen Murphy, as the President of Asparity Decision Solutions, Inc., on behalf of said corporation.



Jared Melton
Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by Don A. Williams, as the President of Texert, Inc., a Texas corporation, on behalf of said corporation.

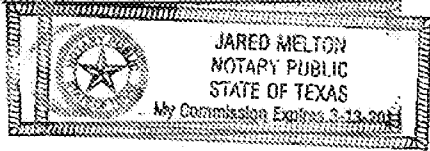


Jared Melton
Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by Don A. Williams

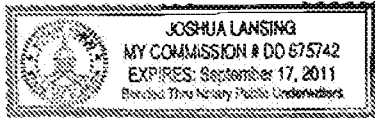


Jared Melton
Notary Public, State of Texas
My commission expires: _____

STATE OF Florida)

COUNTY OF Pinellas)

This instrument was acknowledged before me on October 25, 2007, by Carl Treleven.



~~Notary Public, State of Texas~~ Florida
My commission expires: _____
Florida Bank Law as 2/1/08