

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/28/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goodman Enterprises, Inc. t/a Negafile Systems		08/05/2008	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	EMS Acquisition Corp.
Street Address:	1560 Industry Road
City:	Hatfield
State/Country:	PENNSYLVANIA
Postal Code:	19440
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2735253	NF NEGAFILE SYSTEMS

CORRESPONDENCE DATA

Fax Number: (215)568-6499
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-568-6400
 Email: ptomail@volpe-koenig.com
 Correspondent Name: John J. O'Malley
 Address Line 1: 30 S. 17th Street, Suite 1600
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	NEG-TM001
NAME OF SUBMITTER:	John J. O'Malley
Signature:	/John J. O'Malley/

OP \$40.00 2735253

Date:

12/22/2008

Total Attachments: 2

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, Goodman Enterprises, Inc. t/a Negafile Systems, a Pennsylvania corporation, with a principal address at 3069 Edison-Furlong Road, Furlong, Pennsylvania (hereinafter "Assignor"), adopted, used and was the owner of the trademark **NF NEGAFILE and Design**, U.S. Trademark Registration No. 2,735,253, and all related and associated trade names, symbols, signs, emblems, insignia, logos, designs or other proprietary rights (hereinafter collectively "the Trademarks"), and the goodwill of the business symbolized by the Trademarks;

WHEREAS, on or about February 2008, Assignor did assign all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks to EMS Acquisition Corp., a Pennsylvania corporation, with a principal address at 1560 Industry Road, Hatfield, Pennsylvania (hereinafter "Assignee"); and

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby acknowledges and confirms that it did on or about February 2008, sell, assign, transfer and convey unto Assignee all of its right, title and interest in the Trademarks, including any choses in action relating to the Trademark, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of the Trademarks accruing on or before the date of this Assignment, together with the goodwill of the business symbolized by the Trademarks.

In the event that any incident of ownership concerning the Trademarks may be deemed at any future date to have not been assigned on or about February 2008, and to still be vested in Assignor or its predecessors, Assignor does hereby sell, assign, transfer, convey and quitclaim to the Assignee any residual rights as may be determined to be a remaining right, title or interest in and to the Trademarks, including any choses in action relating to the Trademark, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of

the Trademarks accruing on or before the date of this Assignment, together with the goodwill of the business symbolized by the Trademarks, and including the application for registration thereof as set forth above.

Assignor hereby further covenants, agrees and undertakes to execute, whenever requested by Assignee, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Trademarks hereby acknowledged to have been assigned, and the choses in action therefor, all without further compensation to Assignor.

EXECUTED under seal on this _____ day of _____, 2008 at _____ (Place).

Witness:

Goodman Enterprises, Inc. t/a
Negafile Systems

[Handwritten Signature]

Name: *President*
Title:

State of PA

ss.

County of *Montgomery*

On this 5 day of August, 2008 before me personally appeared Peter Goodman, to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that he executed the same knowingly and willingly and for the purposes therein contained.

Witness my hand and Notarial seal the day and year immediately above written.

[Handwritten Signature]

Notary Public
COMMONWEALTH OF PENNSYLVANIA

My Commission Expires: *10-19-2010*

NOTARIAL SEAL
CAROLE J. McNAMARA, Notary Public
Hatfield Twp., Montgomery County
My Commission Expires October 19, 2010