# 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
AIMCO/NHP HOLDINGS, INC.		04/15/2003	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	BUYERS ACCESS, LLC	
Street Address:	777 S. Harrison Street, Suite 300	
City:	Denver	
State/Country:	COLORADO	
Postal Code:	80210	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2685335	BUYERS ACCESS

#### **CORRESPONDENCE DATA**

Fax Number: (800)394-6367

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 303-991-5556

Email: proden@buyersaccess.com

Correspondent Name: Buyers Access LLC

Address Line 1: 1777 S. Harrison Street, Suite 300
Address Line 4: Denver, COLORADO 80210

NAME OF SUBMITTER:	Pete Roden
Signature:	/Pete Roden/
Date:	01/20/2009

Total Attachments: 9

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#### EXHIBIT C

#### TRADEMARK ASSIGNMENT

WHEREAS, AIMCO/NHP Holdings, Inc., a corporation organized under the laws of Delaware, ("Assignor"), is the owner of the mark listed on Schedule A attached hereto, and the goodwill of the business symbolized thereby (the "Mark"); and

WHEREAS, Assignor desires to sell, assign and transfer all of its right, title, and interest in and to the Mark, together with the good will of the business connected with the Mark, to Buyers Access LLC, a Delaware limited liability company ("Assignee"), and

WHEREAS, the parties are effecting said sale, assignment and transfer of all right, title and interest in and to said Mark and the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned and hereby sells, assigns, transfers and sets over to Assignee, the entire right, title, and interest in and to the Mark and the goodwill of the business connected with the Mark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Assignor further assigns to Assignee all right to sue for and receive all damages accruing from past, present and future infringements of the Mark.

This Assignment shall be binding upon the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

	AIMCO/NHP HOLDING	S, INC.
Date:	Ву:	
	Name:	·
	Title:	

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### SCHEDULE A MARK

<u>Mark</u> ·	Jurisdiction	Corresponding /Reg. No.	Reg. <u>Date</u>
BUYERS ACCESS	United States	2,685,335	2/11/2003

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TRADEMARK

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#### TRADEMARK ASSIGNMENT

WHEREAS, AIMCO/NHP Holdings, Inc., a corporation organized under the laws of Delaware, ("Assignor"), is the owner of the mark listed on Schedule A attached hereto, and the goodwill of the business symbolized thereby (the "Mark"); and

WHEREAS, Assignor desires to sell, assign and transfer all of its right, title, and interest in and to the Mark, together with the good will of the business connected with the Mark, to Buyers Access LLC, a Delaware limited liability company ("Assignee"), and

WHEREAS, the parties are effecting said sale, assignment and transfer of all right, title and interest in and to said Mark and the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned and hereby sells, assigns, transfers and sets over to Assignee, the entire right, title, and interest in and to the Mark and the goodwill of the business connected with the Mark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Assignor further assigns to Assignee all right to sue for and receive all damages accruing from past, present and future infringements of the Mark.

This Assignment shall be binding upon the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

	AIMCO/NHP HOLDINGS, INC.
Date: 15,2003	Ву: ////
	Name: PETER KOMPKNEZ
	Title: PRETIDENT

## SCHEDULE A MARK

<u>Mark</u>	Jurisdiction	Corresponding /Reg. No.	Reg. <u>Date</u>
BUYERS ACCESS	United States	2,685,335	2/11/2003

WDE - 68494/0004 - 175914 v1

# Schedule 2.13(a) - Patents, Trademarks, Service Marks, and Trade Names

Mark	Reg. No.	Current Owner	Filing Date	Status
BUYERS ACCESS	2,685,335	AIMCO/NHP Holdings, Inc.	7/13/2000	Registered on 2/11/2003
		. ·		

Domain Name	Registrant
BUYERS-ACCESS.BIZ	Buyers Access, Eric Anderson
BUYERS-ACCESS.COM	Buyers Access, Eric Anderson
BUYERS-ACCESS.INFO	Buyers Access, Eric Anderson
BUYERS-ACCESS.NET	Buyers Access, Eric Anderson
BUYERS-ACCESS.ORG	Buyers Access, Eric Anderson
BUYERSACCESS.ORG	Buyers Access, Eric Anderson
BUYERSACCESS.BIZ	Buyers Access, Eric Anderson
BUYERSACCESS.COM	Buyers Access, Eric Anderson
BUYERSACCESS.INFO	Buyers Access, Eric Anderson
BUYERSACCESS.NET	Buyers Access, Eric Anderson

# Schedule 2.13(b) - Licenses, Sublicenses, Covenants Not to Sue, Consents, and Other Agreements

5 Client Access Licenses for Microsoft Windows NT Server Version 4.0

Microsoft Windows NT Server Version 4.0 License

ACT (database licenses) (serial no. 3SYJW-6BPN8-2366L-688W3)

Quark Xpress (serial no. WX11080149945)

Dynamics (accounting software) (serial no. RSCD-0000-0C00700)

Clientele (customer relations software) (site license no. 10000580) (agreement no. 2022HQ)

FRx Financial Reporter (serial no. ROCD-FX00-0C-650)

Weblogic (serial no. 650522264137-682020199212)

Gentran Related Software:

Oracle with G: Server RosettaNet

Oracle with G: ServerVer. 4.0

MAPI Gateway Key (serial no. 7916732431)

Communication Gateway Key (serial no. 9465947794)

Gentran Gateway Key (serial no. 8749143611)

HTTP Gateway Key - 4686877979

Internet E-Mail Gateway - (serial no. 5898359837)

G: Server Windows Version 4.0

G: Server Windows Version 4.0 Option Pack

Adobe Photoshop 5.5 (serial no. 90018959)

Adobe Pagemaker (serial no. 03W601R1136042)

Veritas Related Software:

Bent/2000 Agent for SQL Microsoft SQL Server V8.0 (serial no. 05-7212-0004-060326)

Bent/2000 Server Edition Competitive Upgrade V8.0 (upgrade no. 08-4740-0003-016132)

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Bent/2000 Agent for Microsoft Exchange Server V8.0 (serial no. 01-7226-0007-097562)

Microsoft SQL Server Version 6.5

5 Client Access Licenses for SQL Server Version 6.5

Ariba Marketplace software application version 7.0 and 7.2 (2 copies) as further modified by marchFIRST and other service providers

Work papers and design documents for Ariba Marketplace software applications, versions 7.0 and 7.2

Source Code and applications for Buyers Access 2.0

All design requirements and testing documentation prepared regarding the Buyers Access 2.0 application development

"Horizon-Related Materials to be Delivered" as identified on Exhibit A to the Mutual Settlement Agreement and Release, dated April 2000 by and among marchFIRST, Inc., ANHI and AIMCO

PeopleSoft software

Vista Plus software

Source code for Buyers Access 1.0 and 1.x

Design requirement and testing documentation regarding Buyers Access 1.0 and 1.x

License agreements for Act, Quark Xpress, Weblogic, Adobe Photoshop 5.5, Adobe Pagemaker, the Gentran Related Software and the Veritas Related Software are unavailable, and as such, such licenses may not be in full force and effect and a party to such agreements may be in breach or default.

ANHI does not license or otherwise authorize third parties to use the Intellectual Property of the Business.

Schedule 2.13(d) - Indemnifications of Intellectual Property Rights

None

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Schedule 2.13(e) - Patent, Trademark (etc.) Registration Enforceability

None

WDE - 68494/0004 - 174296 v1

TRADEMARK EEL: 003921 FRAME: 0584

RECORDED: 01/20/2009