

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
As-One, Inc.		12/31/2003	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Client Network Services, Inc.		
Street Address:	702 King Farm Boulevard		
Internal Address:	2nd Floor		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20850		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2718408	AS ONE	
CORRESPONDENCE DATA			
Fax Number:	(704)805-5069		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-343-2042		
Email:	jhunter@mcguirewoods.com		
Correspondent Name:	Jayne Conway Hunter		
Address Line 1:	201 NORTH TRYON STREET		
Address Line 2:	BOX 26		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2037280.0244		
NAME OF SUBMITTER:	Jayne Conway Hunter		
Signature:	/Jayne Conway Hunter/		

OP \$40.00 2718408

Date:

02/24/2009

Total Attachments: 2

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ASSET PURCHASE AGREEMENT

Exhibit F

Bill of Sale and Assignment and Assumption Agreement

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Bill of Sale"), dated as of December 31, 2003 is made by As-One, Inc. ("Seller"), a Virginia corporation with a principal place of business located at 1319 Shepard Drive, Suite 200, Sterling, VA 20164, and Client Network Services, Inc. ("Purchaser"), a Maryland corporation with a principal place of business located at 702 King Farm Blvd, 2nd Floor, Rockville, MD 20850. This Bill of Sale is being delivered pursuant to an Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), between Seller and Purchaser.

I. Transfer of Assets: Know all men by these presents that Seller hereby sells, conveys, transfers, assigns, and delivers to Purchaser all of Seller's right, title, and interest in and to all of the assets of Seller., of every kind, tangible and intangible, all as the same exists on the date hereof; provided however, that all such assets shall not include those assets listed on Schedule A (the "Excluded Assets") to this Bill of Sale which Excluded Assets are specifically excluded. The assets of Seller conveyed hereby shall include, without limitation, the following assets of Seller (the "Acquired Assets"):

1. Contracts for Delivery: All contracts, currently in place and pending, to which Seller is a provider of services, products, know-how, expertise, or other commodity of value, including, without limitation, all contracts with federal, state, and local governments and commercial entities.
2. Contracts for Receipt of Goods and Services: All contracts, currently in place and pending, through which Seller is entitled to receive any goods, services, knowledge, know-how, expertise, or other thing of value and for which Seller has made payment.
3. Sales Documentation: All data, files, documents, marketing/sales literature, original artwork/plates, and intellectual property used in the business of Seller, including customer lists, prospects lists, proposals, and other such data shall transfer to Purchaser;
4. Project Files and Documentation: All data, files, and associated documentation concerning current and past consulting contracts and engagements, including project reports, deliverables, notes, working papers, and research documents shall transfer to Purchaser; and
5. Intellectual Property, Software: All right, title, and interest, without restriction or limitation not otherwise set forth in this document, in and to all components, modules, source code, object code, documentation,

working papers, records, copyrights, trademarks, training materials, in any form whatsoever, relating to and/or comprising the Seller suite of software products.

II. Assumption. Buyer hereby assumes and agrees to pay, discharge and perform the liabilities and obligations of the Seller with respect to the Acquired Assets and the contracts and agreements transferred pursuant to Section 1(c) of the Purchase Agreement (the "Liabilities") before or when due.

III. Consideration: The consideration for the Acquired Assets is as set forth in the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Bill of Sale and Assignment to be executed by their respective duly authorized representatives.

SELLER

As-One, Inc.

BY: 

Name: Shallesh Patel

Title: President

Date: 12/31/2003

PURCHASER

Client Network Services, Inc.

BY: 

Name: Promod Sharma

Title: Chief Executive Officer

Date: 12/31/03