

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
PricewaterhouseCoopers LLP		04/18/2007	PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Compliance Technologies International		
Street Address:	1250 Eye St. NW, Suite 850		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20005		
Entity Type:	PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2696831	1441 COMPLIANCE SYSTEM	
Serial Number:	76193464	1441 COMPLIANCE SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	(202)783-1523		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027831500		
Email:	jjackel@bsmlegal.com		
Correspondent Name:	Compliance Technologies International, L		
Address Line 1:	1250 Eye St. NW, Suite 850		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Jonathan Jackel		
Signature:	/s/ Jonathan Jackel		
Date:	03/04/2009		

OP \$65.00 2696831

Total Attachments: 1

900128481

**TRADEMARK
 REEL: 003945 FRAME: 0934**

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective as of April 18, 2007, is made this ²³ day of February 2009 by and between PricewaterhouseCoopers LLP, a Delaware limited liability partnership ("Assignor"), and Compliance Technologies International LLC, a Delaware limited liability company ("Assignee").

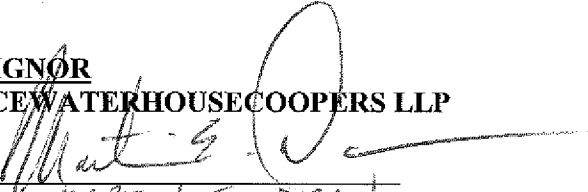
WHEREAS, pursuant to a Purchase Agreement ("Purchase Agreement") by and among Assignor, Assignee and Burt, Staples & Maner LLP dated February 16, 2007, Assignor assigned to Assignee all of its right, title and interest in and to the following trademark: (the "Mark"): the supplemental registration of the mark "1441 Compliance System" (Serial #76193464); and

WHEREAS, Assignee and Assignor are entering into this Trademark Assignment to further memorialize the transfer of the Mark.


NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in and to the Mark, together with any and all of the goodwill of the business symbolized by and associated with said Mark, and any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Mark.

ASSIGNOR
PRICEWATERHOUSECOOPERS LLP

By: 
Name: MARTIN E. DORAN
Title: PARTNER
Date: 2/23/09

ASSIGNEE
COMPLIANCE TECHNOLOGIES INTERNATIONAL LLC

By: 
Name: DAN BURT
Title: Executive Director
Date: 3/3/09