

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Acuity Solutions, LLC | | 03/19/2009 | LIMITED LIABILITY COMPANY: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Acuity Solutions Holdings, LLC | | |
| Street Address: | 3000 Bayport Drive, Suite 350 | | |
| City: | Tampa | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33607 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3556895 | ACUITY SOLUTIONS SECURING THE CONNECTED WORLD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)660-0471 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 312-861-6371 | | |
| Email: | rprescan@kirkland.com | | |
| Correspondent Name: | Renee Prescan | | |
| Address Line 1: | 200 E. Randolph Drive | | |
| Address Line 2: | Kirkland & Ellis LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| ATTORNEY DOCKET NUMBER: | 39951-73 RMP | | |
| NAME OF SUBMITTER: | Renee M. Prescan | | |
| Signature: | /Renee M. Prescan/ | | |

CH 3556895 \$40.00

Date:

03/31/2009

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 19, 2009 ("Effective Date") by and between Acuity Solutions, LLC, a Florida limited liability company, with its principal office at 3000 Bayport Drive, Suite 350, Tampa, FL 33607 ("Assignor"), and Acuity Solutions Holdings, LLC, a Delaware limited liability company, with its principal office at 3000 Bayport Drive, Suite 350, Tampa, FL 33607 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution Agreement dated March 19, 2009 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on the Schedule attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee Assignor's entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee and at Assignee's sole cost and expense, to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect

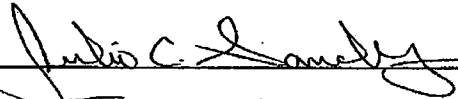
to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

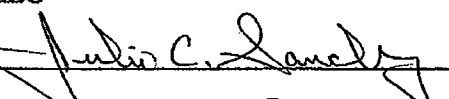
* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ACUITY SOLUTIONS, LLC

ACUITY SOLUTIONS HOLDINGS,
LLC


Name: JULIO C. SANCHEZ


Name: JULIO C. SANCHEZ

Title: OPERATING MANAGER

Title: OPERATING MANAGER

SCHEDULE

U.S. TRADEMARK REGISTRATIONS

| Trademark No. | Registration Date | Mark |
|----------------------|--------------------------|---|
| 3556895 | 1/6/2009 | ACUITY SOLUTIONS SECURING THE CONNECTED WORLD & DESIGN |