

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
iHaveIT LLC		04/28/2009	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Canvas Systems, LLC		
Street Address:	6625 The Corners Parkway, Suite 450		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30092		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2698274	IHAVEIT	
Registration Number:	2817704	IHAVEIT	
CORRESPONDENCE DATA			
Fax Number:	(202)637-3593		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-383-0100		
Email:	eteas@sutherland.com		
Correspondent Name:	Bradley E. Prendergast, Sutherland Asbill		
Address Line 1:	1275 Pennsylvania Ave., NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004-2415		
ATTORNEY DOCKET NUMBER:	15199-0036		
NAME OF SUBMITTER:	Bradley E. Prendergast		
Signature:	/BPrendergast/		

CH \$65.00 2698274

Date:

05/06/2009

Total Attachments: 6

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into on April 28, 2009 (the "Effective Date") by and among OHC Group, Inc., a Georgia corporation ("Parent"), OHC LLC, a Georgia limited liability company, iHaveIT, LLC, a Georgia limited liability company (collectively with Parent, the "Assignors"), and Canvas Systems, LLC, a Georgia limited liability company (the "Company").

WHEREAS, OHC LLC, the Company, Parent, Calypso Holding Co., LLC, a Delaware limited liability company and Project Calypso Holdings, LLC, a Delaware limited liability company ("Buyer"), are parties to that certain Membership Interest Purchase Agreement, dated as of March 19, 2009 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, the Assignors, prior to the Closing (as defined in the Purchase Agreement), will contribute to the Company certain assets related to the Business specified on Schedule A (the "Assigned Assets"), and the Company will assume the liabilities related to Assigned Assets; and

WHEREAS, the Company is an affiliate of, and consolidated for financial and tax purposes with, the Assignors, and this conveyance is being effected as an inter-company transfer within such consolidated group.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Purchase Agreement.

2. Representations and Warranties. Each of Parent, OHC LLC, and iHaveIT, LLC hereby represents and warrants to the Company as follows:

(a) It has all necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(b) Its execution and delivery of this Agreement has been duly and validly authorized by all requisite action, and no other corporate or limited liability company proceedings on the part of it are necessary to authorize this Agreement and to consummate the transactions contemplated hereby.

(c) This Agreement is a legal, valid and binding obligation of it, enforceable in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles related to or limiting creditors' rights generally and by the availability of equitable remedies and defenses.

3. Terms of Purchase Agreement. The Assignors acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Conveyance of Assigned Assets.

(a) The Assignors do hereby contribute, convey, transfer and assign to the Company all of the Assignors' right, title and interest of every nature (absolute, contingent, fee, leasehold, statutory, contractual or otherwise) in the Assigned Assets, including, with respect to those Assigned Assets that are trademarks, common law rights in the United States and all other countries and jurisdictions of the world.

(b) The Assignors also hereby assign to the Company all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Assigned Assets that are trademarks, as well as rights to sue for and recover such trademarks in the Company's own name.

(c) The Assignors shall take such actions and to execute and deliver such documents as may be necessary or reasonably requested by the Company to complete, confirm, record or perfect the conveyance of the Assigned Assets to the Company, including that (i) they shall cooperate in any actions necessary for the Company to prosecute, renew or register its rights, title and interests in and to the Assigned Assets that are trademarks, including United States and foreign registrations, and shall cooperate as reasonably requested by the Company in any actions brought to enforce the rights accompanying such assignment of trademarks (and at the Company's expense) and (ii) they shall cooperate and execute all applications and registrations, and shall provide all necessary information, as may be required of them by the registrar of the Assigned Assets that are domain names to secure the transfer of the registrations for such domain names to the Company.

5. Assumption of Liabilities.

(a) The Company hereby assumes and agrees to faithfully and fully pay, perform and otherwise discharge the obligations and liabilities arising under the Assigned Assets from and after the Effective Date, whether arising under contract, law or otherwise (such assumed obligations and liabilities being, collectively, the "Assumed Liabilities"); provided, however, that Assignors will pay or reimburse the Company for any services, usages or other rights under contracts, licenses and arrangements included within the Assigned Assets that Assignors may receive or retain after the date hereof.

(b) The Company agrees to take such actions and to execute and deliver such instruments and agreements as may be necessary to confirm, complete, record or perfect the assumption of the Assumed Liabilities.

6. Notices. All notices, requests and other communications to any party hereunder shall be given to all of the parties listed in, and in accordance with, Section 10.2 of the Purchase Agreement.

7. Governing Law. This Agreement and any claim or controversy relating hereto shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state that would result in the application of the law of another jurisdiction.

8. Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may freely assign its rights under this Agreement; however, this Agreement shall not be assignable (by operation of law or otherwise) by any Assignor without the prior written consent of the Company and Buyer, except in connection with the transactions contemplated by the Purchase Agreement.

9. Severability. If any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by applicable law.

10. Further Assurances. Each party hereto agrees (a) to furnish upon request to each other party such further information, (b) to execute and deliver to each other party such other documents, and (c) to use reasonable efforts to do such other acts and things, all as another party hereto may reasonably request for the purpose of carrying out the intent of this Agreement and the Purchase Agreement and the transactions contemplated hereby and thereby.


11. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Assignors and the Company.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.


COMPANY:

CANVAS SYSTEMS, LLC


By: 
Name: Mark A. Metz
Title: President

ASSIGNORS:


OHC GROUP, INC.

By: 
Name: Mark A. Metz
Title: President

OHC LLC

By: 
Name: Mark A. Metz
Title: President

IHAVEIT, LLC

By: 
Name: Mark A. Metz
Title: President

[Signature Page to Canvas Assignment and Assumption Agreement]


Schedule A
Assigned Assets

1. Domain Names owned by OHC LLC:

Domain Name	Registration Date	Expiry Date
canvasitmaintenance.com	12/15/2008	12/15/2010
canvasitrentals.com	12/15/2008	12/15/2010
canvasleasing.com	12/15/2008	12/15/2010
canvasmaintenance.com	12/15/2008	12/15/2010
canvasrentals.com	12/15/2008	12/15/2010
canvassystems.biz	7/25/2002	7/24/2009
canvassystems.cn	10/23/2006	10/23/2010
canvassystems.com	7/25/2002	7/25/2009
canvassystems.info	7/25/2002	7/25/2009
canvassystems.net	7/25/2002	7/25/2009
canvassystems.org	7/25/2002	7/25/2009
canvassystems.us	7/25/2002	7/24/2009
canvasystems.biz	5/11/2006	5/10/2009
canvasystems.com	3/23/2004	3/23/2012
canvasystems.info	5/11/2006	5/11/2010
canvasystems.name	5/12/2006	5/12/2010
canvasystems.net	5/11/2006	5/11/2010
canvasystems.org	5/11/2006	5/11/2010
ihave-it.biz	4/1/2002	3/31/2012
ihave-it.cc	6/29/2004	6/29/2010
ihave-it.com	4/1/2002	4/1/2012
ihave-it.info	4/1/2002	4/1/2012
ihave-it.net	4/1/2002	4/1/2012
ihave-it.org	4/1/2002	4/1/2012
ihaveit.com	4/1/2002	4/1/2012
ihaveit.net	12/5/2002	12/5/2009
ihaveit.org	4/1/2002	4/1/2012
ihaveit.us	12/5/2002	12/4/2009
irent-it.biz	4/1/2002	3/31/2012
irent-it.cc	6/29/2004	6/29/2010
irent-it.com	4/1/2002	4/1/2012
irent-it.info	4/1/2002	4/1/2012
irent-it.net	4/1/2002	4/1/2012
irent-it.org	4/1/2002	4/1/2012
itfinancialsolutions.biz	8/16/2005	8/15/2010
itfinancialsolutions.co.uk	8/16/2005	8/16/2009
itfinancialsolutions.com	8/16/2005	8/16/2010
itfinancialsolutions.info	8/16/2005	8/16/2010
itfinancialsolutions.name	8/23/2005	8/23/2009
itfinancialsolutions.net	8/16/2005	8/16/2010
itfinancialsolutions.org	8/16/2005	8/16/2010

Domain Name	Registration Date	Expiry Date
itfinancialsolutions.us	8/16/2005	8/16/2010
itfinancialsolutions.ws	8/16/2005	8/16/2009
itlifecyclemanager.biz	5/2/2006	5/2/2011
itlifecyclemanager.co.uk	5/2/2006	5/2/2010
itlifecyclemanager.com	5/2/2006	5/2/2011
itlifecyclemanager.info	5/2/2006	5/2/2011
itlifecyclemanager.name	5/8/2006	5/8/2011
itlifecyclemanager.net	5/2/2006	5/2/2011
itlifecyclemanager.org	5/2/2006	5/2/2011
itlifecyclemanager.us	5/2/2006	5/2/2011
itlifecyclemanager.ws	5/2/2006	5/2/2010

2. Two marks owned by iHaveIT, LLC:

Mark	Type/Code	Serial Number	Reg. Number
	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	76061614	2698274
IHAVEIT	(1) TYPED DRAWING	75913509	2817704

3. One mark owned by OHC Group, Inc.:

Mark	Type/Code	Serial Number	Reg. Number
<p>FULL-CYCLE TECHNOLOGY VALUE MANAGEMENT SPECIALISTS</p> <p>FULL-CYCLE TECHNOLOGY VALUE MANAGEMENT SPECIALISTS</p>	(4) STANDARD CHARACTER MARK	78781403	3198450

4. Equipment owned by OHC LLC or OHC Group, Inc.

See attached spreadsheet for list and description of equipment.

5. OHC LLC license and maintenance agreements for Accelos.

6. OHC LLC license and maintenance agreements for Microsoft Navision.