

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
LUCRE COMPANIES, LLC		11/07/2008	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Clayton Services, Inc.		
Street Address:	Two Corporate Drive		
Internal Address:	Attn: General Counsel		
City:	Shelton		
State/Country:	CONNECTICUT		
Postal Code:	06484		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78920093	PROPHET	
Registration Number:	3486463	LUCRE	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175701255		
Email:	rcrawford@goodwinprocter.com, tadmin@goodwinprocter.com		
Correspondent Name:	Robert M. Crawford, Jr.		
Address Line 1:	53 State Street		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	105735/177669		
NAME OF SUBMITTER:	Robert M. Crawford, Jr.		

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**TRADEMARK
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Signature:	/Robert M. Crawford, Jr./
Date:	05/11/2009
Total Attachments: 4 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is dated as of November 7, 2008, by and among Lucre International Corporation, a California corporation ("Lucre International") and Lucre Companies, LLC, a California limited liability company ("Lucre Companies"), and together with Lucre International, each a "Seller" and together, the "Sellers"), and Clayton Services, Inc., a Delaware corporation ("Buyer").

WHEREAS, Sellers hold all right, title and interest in and to the trademarks, service marks and trade names identified in the attached Schedule A (the "Marks"); and

WHEREAS, Buyer and Sellers are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Sellers are transferring, selling and conveying to Buyer certain of the assets of Sellers, including the Marks and the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Sellers hereby sell, assign, convey and transfer unto Buyer, its successors, assigns, and legal representatives, Sellers' entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Buyer, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Buyer's sole use and enjoyment.


Sellers further authorize the Director of the United States Patent & Trademark Office, and any official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Buyer, its successors, legal representatives and assigns in accordance with the terms of this instrument.

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IN WITNESS WHEREOF the parties hereto have caused this Trademark Assignment to be executed as of the date set forth above by their duly authorized representatives.

SELLERS:

LUCRE INTERNATIONAL CORPORATION

By: 
Name: *Carl Meiswinkel*
Title: *President*

LUCRE COMPANIES, LLC

By: 
Name: *Carl Meiswinkel*
Title: *Manager*

BUYER:

CLAYTON SERVICES, INC.

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 003984 FRAME: 0770

IN WITNESS WHEREOF the parties hereto have caused this Trademark Assignment to be executed as of the date set forth above by their duly authorized representatives.

SELLERS:

LUCRE INTERNATIONAL CORPORATION

By: _____

Name:

Title:

LUCRE COMPANIES, LLC

By: _____

Name:

Title:

BUYER:

CLAYTON SERVICES, INC.

By: *Stev Cohen* _____


Name: *Stev Cohen*

Title: *Secretary*

[Signature Page to Trademark Assignment]

SCHEDULE A

Marks

Mark	Application No. & Date	Registration No. & Date
 LUCRE	78/920,152 June 29, 2006	3,486,463 August 12, 2008
PROPHET	78/920,093 June 29, 2006	N/A
LUCRE	N/A	N/A