

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
Butler International, Inc.		07/15/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Chief Executive Group, LLC		
Street Address:	1 Sound Shore Dr		
Internal Address:	Suite 102		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3443110	CEO CONFIDENCE INDEX	
Registration Number:	2560664	CHIEF EXECUTIVE	
Registration Number:	2560505	CEO	
Registration Number:	1638358	CHIEF EXECUTIVE	
CORRESPONDENCE DATA			
Fax Number: (203)325-5001			
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone: 2033553835			
Email: pengebretson@fdh.com			
Correspondent Name: Peter H. Engebretson			
Address Line 1: 177 Broad St			
Address Line 2: Fl 15			
Address Line 4: Stamford, CONNECTICUT 06901			
ATTORNEY DOCKET NUMBER:	2702.001		

OP \$115.00 3443110

900138826

TRADEMARK
REEL: 004025 FRAME: 0780

NAME OF SUBMITTER:	Peter H. Engebretson
Signature:	/s/ Peter H. Engebretson
Date:	07/16/2009
<p>Total Attachments: 8 source=00787582#page1.tif source=00787582#page2.tif source=00787582#page3.tif source=00787582#page4.tif source=00787582#page5.tif source=00787582#page6.tif source=00787582#page7.tif source=00787582#page8.tif</p>	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Assignment**”), dated as of July 15, 2009, is entered into by Butler International, Inc. (the “**Assignor**”) in favor of Chief Executive Group, LLC, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have heretofore entered into that certain Asset Purchase Agreement dated June 23, 2009 (the “**Asset Purchase Agreement**”), pursuant to which Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, Assignor’s right, title and interest in, to and under the Parent Acquired Assets, including, without limitation (i) the trademarks and the applications and registrations therefor set forth in ANNEX “A” attached hereto and incorporated by reference herein (the “**Assigned Trademarks**”) together with the goodwill associated therewith, (ii) the patents and patent applications set forth in ANNEX “B” attached hereto and incorporated by reference herein (the “**Assigned Patents**”) and (iii) the copyrights and copyright registrations set forth in ANNEX “C” attached hereto and incorporated by reference herein (the “**Assigned Copyrights**”).

WHEREAS, concurrently with the execution and delivery of this Assignment, Assignor and Assignee are consummating the transactions contemplated by the Asset Purchase Agreement. Pursuant to Sections 2.2(a)(iii) and 2.2(b)(iv) of the Asset Purchase Agreement, Assignor and Assignee are required to mutually execute and deliver this Assignment at the Closing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Assignor makes the following assignment:

1. Intellectual Property. Assignor hereby assigns, sells, transfers, conveys and delivers to Assignee all of its right, title and interest in, to and under the Parent Acquired Assets (including, but not limited to the Assigned Patents, Assigned Trademarks and Assigned Copyrights subject to Sections 2-4 below), together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, in accordance with the Asset Purchase Agreement, and for the use and benefit of its successors and assigns.

2. Patents. Assignor hereby assigns, sells, transfers, conveys and delivers to Assignee all of its right, title and interest in, to and under the Assigned Patents including, without limitation (i) all rights of priority corresponding thereto throughout the world, including all rights pursuant to the Paris Convention for the Protection of Industrial Property, (ii) all continuations, divisionals, continuations-in-part, substitutions, extensions and reissues thereof, and (iii) all

rights to sue and collect damages for past, present and future infringement or other violation thereof.

3. Trademarks.

(a) Assignment. Assignor hereby assigns, sells, transfers, conveys and delivers to Assignee all of its right, title and interest in, to and under the Assigned Trademarks, together with the goodwill of the business associated therewith, including, without limitation, the right to sue and collect damages for past, present and future infringement or other violation thereof.

(b) Intent-to-use Applications. With respect to any Assigned Trademarks for which applications have been filed on an "intent to use" basis and as to which a statement of use or amendment to allege use has not yet been filed with the Patent and Trademark Office as of the date hereof, the parties acknowledge that Assignee is a successor to the business of the Assignor or to the portion of the business to which such Assigned Trademarks pertain, which business is ongoing and existing.

4. Copyrights. Assignor hereby assigns, sells, transfers, conveys and delivers to Assignee all of its right, title and interest in, to and under the Assigned Copyrights, including, without limitation, (i) all rights pursuant to the Berne Convention for the Protection of Literary and Artistic Works and the WIPO Copyright Treaty and (ii) the right to sue and collect damages for past, present and future infringement or other violation thereof.

5. Further Assurances. Assignor agrees to execute and deliver at the request of Assignee, without further consideration, all papers, instruments of sale, transfer, conveyance, confirmation and assignment, and to perform any other reasonable acts Assignee reasonable deems necessary in order to vest or more effectively transfer, convey, assign or confirm all of Assignor's rights, title and interest in and to the Parent Acquired Assets in or to Assignee, including all documents necessary to record in the name of Assignee the assignment of the trademarks and patents with the United States Patent and Trademark Office and the copyrights with the United States Copyright Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

6. Power of Attorney. In the event that the Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes (including renewals and/or extensions) listed in Section 5 above, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by Assignor.

7. Execution in Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8. Amendments. This Assignment may be amended, modified or supplemented at any time only by a written agreement of both the Assignor and Assignee. Any failure by Assignor, on one hand, or Assignee, on the other hand, to comply with any term or provision of this Assignment may be waived by Assignee or Assignor, respectively, at any time, by an instrument in writing signed by or on behalf of Assignee or Assignor, but such waiver or failure to insist upon strict compliance with such term or provision shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.

9. Conflicts. Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Asset Purchase Agreement (including, without limitation, the exclusions set forth in Section 1.2 of the Asset Purchase Agreement and the acknowledgement and disclaimer set forth in Section 4.6 of the Asset Purchase Agreement). Nothing in this Assignment should be deemed to supersede or enlarge or modify any of the provisions of the Asset Purchase Agreement. If any conflict exists between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

10. Third-Party Beneficiaries. This Assignment is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns, any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment.

11. Governing Law and Consent to Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any conflict of laws rules thereof.

12. Survival of Covenants. This Assignment and the covenants and agreements contained herein shall survive the Closing.

13. Interpretation. The section headings contained in this Assignment are solely for the purposes of reference, and are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Assignment.

14. Binding Effect; Assignment. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors and permitted assigns, provided, that none of the parties shall assign any of its rights, interests or obligations under this Assignment, directly or indirectly, except as set forth in the Asset Purchase Agreement. Any attempted assignment or delegation by a party without the other party's written consent will be void.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the 15th
of July, 2009.

ASSIGNOR:

BUTLER INTERNATIONAL, INC.

By: 

Name: Ronald Uyematsu
Title: President

ACCEPTED AND AGREED:

CHIEF EXECUTIVE GROUP, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the 15th
of July, 2009.

ASSIGNOR:

BUTLER INTERNATIONAL, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED:

CHIEF EXECUTIVE GROUP, LLC

By: 
Name: Marshall Cooper
Title: Member

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

ASSIGNED TRADEMARKS

Owner	Trademark	Registration Number	Registration Date
Butler International, Inc.	CEO Confidence Index	3443110	6/3/08
Butler International, Inc.	Chief Executive	2560664	4/9/02
Butler International, Inc.	CEO ¹	2560505	4/9/02
Butler International, Inc.	Chief Executive	1638358	3/19/91

¹ Federal registry was cancelled due to failure to file Declaration of Continued Use.

ASSIGNED PATENTS

None.

ASSIGNED COPYRIGHTS

None.