

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
AEGIS TEXAS VENTURE FUND L.P.		05/04/2009	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	COMM ASSET, Inc.		
Street Address:	1136 N. Kirkwood Road		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77043		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2963064	POSWARE	
Registration Number:	3200290	M2	
Registration Number:	2668814	COMMERCANT	
Registration Number:	2925607	MOBILESCAPE	
CORRESPONDENCE DATA			
Fax Number:	(612)746-3006		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-605-1045		
Email:	shipsides@daiplaw.com		
Correspondent Name:	Elizabeth Q. Shipsides		
Address Line 1:	220 South Sixth Street, Suite 2000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	5051.04-US-01		
NAME OF SUBMITTER:	Elizabeth Q. Shipsides		

CH \$115.00 2963064

900138916

TRADEMARK
REEL: 004026 FRAME: 0339

Signature:	/Elizabeth Q. Shipsides/
Date:	07/17/2009
Total Attachments: 2 source=Aegis to Comm Asset#page1.tif source=Aegis to Comm Asset#page2.tif	

CONFIRMATION OF ASSIGNMENT

WHEREAS, AEGIS TEXAS VENTURE FUND L.P. ("Assignor") as Agent, a business entity organized and existing under the laws of the State of Texas, and having its principal offices at 1800 West Loop South, Suite 475, Houston, Texas, is the owner of certain Intellectual Property listed below and the goodwill of the business appertaining to the Trademarks. It is Assignor's belief that any and all security interests related to the Intellectual Property were extinguished by the Foreclosure Sale on April 20, 2009. Other than as stated herein, Assignor has not made, and does not make, any representation, express or implied, with respect to the Intellectual Property, and the Intellectual Property is being transferred to Assignor As Is, Where Is, and With All Faults. AEGIS TEXAS VENTURE FUND L.P. is as agent by way of a Subordination Agreement subject to an Intercreditor and Collateral Sharing Agreement and other related loan documents referenced in these named Agreements, all of which are dated December 10, 2007.

WHEREAS, COMM ASSET, Inc. ("Assignee"), a Corporation organized and existing under the laws of the State of Texas, is desirous of acquiring the entire right, title and interest in and to said Intellectual Property and the goodwill of the business appertaining to said trademarks.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Assignor in hand paid by said Assignee, the receipt of which is hereby acknowledged, Assignor confirms that Assignor has sold, assigned and transferred, and by the present document, to the extent that the transfer has not been previously completed, does hereby sell, assign and transfer unto the said Assignee, its successors and assigns, its entire right, title and interest in and to said Intellectual Property, all applications claiming priority to said Intellectual Property including all divisions, continuations or renewals thereof, and any subsequent or related Trademark Registrations or Letters Patent, both foreign and domestic, that may or shall issue, therefrom including all reissues or extensions of such Patents or Trademarks including all of its rights under the International Convention. The Intellectual Property includes the following:

1. U.S. Patent 7,204,416
2. U.S. Patent 7,142,813
3. U.S. Patent 6,978,380
4. U.S. Patent 6,877,093
5. U.S. Patent 6,851,608
6. U.S. Patent Application 11/269,153
7. Australian Patent Application AU 0167029A
8. Trademark - POSWARE
9. Trademark - M2
10. Trademark - COMMERCIENT
11. Trademark - MOBILESCAPE

Assignor authorizes said Assignee, its successors and assigns, or anyone it may properly designate, to apply for related Intellectual Property, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said patents, patent applications or trademarks and/or otherwise take advantage of the provisions of the International Convention.

Upon said consideration Assignor does hereby covenant and agree with the said Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these presents, and that Assignor or its executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance related to the enjoyment of the Intellectual Property rights in the United States, or any and all foreign countries, and in enforcing any rights related to the Intellectual Property, by giving testimony in any proceedings or transactions involving such Intellectual Property.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and affixed its seal as dated below.

ASSIGNOR: AEGIS TEXAS VENTURE FUND

L.P. By: Aegis Texas Venture Fund GP LLC, its G.P.

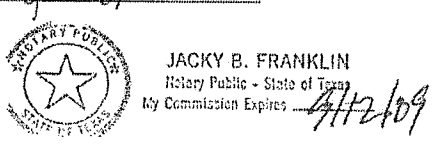
Date: 5/4/09

[Signature]
Signature

Kevin Dragon
Name Printed or Typed

CFO
Title

Subscribed to and sworn to before me this 4 day of May, 2009.

[Signature]
Notary Public
Notary Seal

JACKY B. FRANKLIN
Notary Public - State of Texas
My Commission Expires 11/2/09