

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bi-State Investment Group I, L.L.C.		10/02/2002	LIMITED LIABILITY COMPANY:
Kal Investments, LLC		10/02/2002	LIMITED LIABILITY COMPANY:
Larry C. Maddox and Ellaouise L. Maddox Revocable Trust		10/02/2002	TRUST:
Paul S. J. Coquillette Intervivos Trust Dated July 14, 1999		10/02/2002	TRUST:
Network Integration Services, Inc.		10/02/2002	CORPORATION:
Efraim Gershom		10/02/2002	INDIVIDUAL:
Daniel T. Brewer		10/02/2002	INDIVIDUAL:
Gaylon Ball		10/02/2002	INDIVIDUAL:
Guardian LP 2		10/02/2002	LIMITED PARTNERSHIP:
VM Equity Partners		10/02/2002	PARTNERSHIP:
Warren Jacobson		10/02/2002	INDIVIDUAL:
Scott R. Peterson		10/02/2002	INDIVIDUAL:
Brian R. Randall		10/02/2002	INDIVIDUAL:
Richard D. Howard		10/02/2002	INDIVIDUAL:
Christopher C. Maddox		10/02/2002	INDIVIDUAL:
Mike Weaver		10/02/2002	INDIVIDUAL:
Hoehn Family L.L.C.		10/02/2002	LIMITED LIABILITY COMPANY:
W.P. Love Partners, L.L.C.		10/02/2002	LIMITED LIABILITY COMPANY:
Blade Ventures L.L.C.		10/02/2002	LIMITED LIABILITY COMPANY:
Jeffrey B. Rusinow		10/02/2002	INDIVIDUAL:
Michael J. Katavincic		10/02/2002	INDIVIDUAL:
Robert E. Tenges		10/02/2002	INDIVIDUAL:
Tom Gegax		10/02/2002	INDIVIDUAL:
Charles M. Devereux		10/02/2002	INDIVIDUAL:

CH \$40.00 2583096

RECEIVING PARTY DATA

Name:	PS Holdings, L.L.C.
Street Address:	8400 West 110th Street
Internal Address:	Suite 130
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66210
Entity Type:	LIMITED LIABILITY COMPANY: KANSAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2583096	PLANET SALVAGE

CORRESPONDENCE DATA

Fax Number: (816)753-1536
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8167531000
 Email: uspt@polsinelli.com
 Correspondent Name: Michael A. Williamson
 Address Line 1: 700 West 47th Street
 Address Line 2: Suite 1000
 Address Line 4: Kansas City, MISSOURI 64112-1802

ATTORNEY DOCKET NUMBER:	028922-060767
NAME OF SUBMITTER:	Michael A. Willimason
Signature:	/Michael A. Williamson/
Date:	07/21/2009

Total Attachments: 26

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“Management Incentive Plan” means an incentive ownership plan adopted by the Managers and approved by a Majority in Interest pursuant to Section 6.9 below.

“Members” means those Persons executing this Agreement as members of the Company, or otherwise becoming bound by this Agreement as members of the Company as provided in this Agreement, including any Substitute Members, in each such Person’s capacity as a member of the Company. The Members are set forth on **Schedule A** attached hereto. **Schedule A** shall be updated from time to time by the Members to reflect the then current Members of the Company.

“Membership Unit” means a quantum of ownership interest in the Company.

“Notes” means the Convertible Secured Notes that were issued by Debtor from January 2001 through November 2001 which are divided into the “First Round Notes” and the “Second Round Notes”.

“Percentage Interest,” with respect to a Member, means such Member’s percentage interest in certain items or matters relating to the Company. The Percentage Interest of each Member, at any time, means the percentage (carried to the third decimal place) represented by a fraction, (a) the numerator of which is the total number of Membership Units then held by such Member, and (b) the denominator of which is the total number of Membership Units then held by all Members. The Percentage Interests of the Members are set forth on **Schedule A** attached hereto. The Percentage Interests of the Members shall be subject to adjustment from time to time as provided by this Agreement. **Schedule A** attached hereto shall be updated from time to time by the Members to reflect the then current Percentage Interest of each Member.

“Person” means any natural person, partnership, limited liability company, corporation, association, cooperative, trust, estate, custodian, nominee or other individual or entity in its own or representative capacity.

“Property” means all properties and assets that the Company may own or otherwise have an interest in (to the extent of such interest) from time to time.

“Required Distribution” means, with respect to each taxable year of the Company, an amount equal to the net income of the Company for Federal income tax purposes multiplied by 40%.

“Reserves” means amounts set aside from time to time by the Managers pursuant to Section 4.8.

“Second Round Notes” means the \$1,054,203.00 in aggregate principal amount of Secured Promissory Notes issued by Debtor during November and December 2001.

“Security Agreements” means, collectively, (i) the Intellectual Property Security Agreement dated January 23, 2001 between Debtor and Bi-State Investment Group I, L.L.C., as collateral agent, that secures the First Round Notes, (ii) the Security Agreement dated October 31, 2001 between Debtor, Efraim Gershom, and Larry Maddox, as collateral agent, that secures

the Second Round Notes, and (iii) all UCC filings and other governmental filings to perfect or establish the priority of the security interests.

“Substitute Member” has the meaning set forth in Section 9.3 below.

“Supermajority in Interest” means, at any given time, any Member or group of Members holding an aggregate of 65% or more of all issued and outstanding Membership Units of the Company. Whenever this Agreement provides that a Supermajority in Interest is to be determined by excluding a Member(s) or is to be determined out of only certain Members, then a Supermajority in Interest means any Member or group of Members holding an aggregate of 65% or more of the issued and outstanding Membership Units held by all of the non-excluded Members.

“Tax Exhibit” means the additional definitions and provisions that are contained in **Schedule B** attached hereto.

“Transfer” means (i) when used as a verb, to give, sell, exchange, assign, transfer, pledge, hypothecate, bequeath, devise or otherwise dispose of or encumber, and (ii) when used as a noun, the nouns corresponding to such verbs, in either case voluntarily or involuntarily, by operation of law or otherwise, including, without limitation, upon Bankruptcy, death, divorce, marriage dissolution or otherwise.

“Treasury Regulations” means the regulations promulgated by the Treasury Department with respect to the Code, as such regulations are amended from time to time, or corresponding provisions of future regulations.

“Withdraw” or “Withdrawal” means any action taken by a Member which is intended by such Member to be in the nature of a resignation, retirement, withdrawal, quitting or otherwise voluntarily ceasing to be a Member of the Company.

2.2 Other Definitional Provisions.

(a) As used in this Agreement, accounting terms not defined in this Agreement, and accounting terms partly defined to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles.

(b) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

(c) Words of the masculine gender shall be deemed to include the feminine or neuter genders, and vice versa, where applicable. Words of the singular number shall be deemed to include the plural number, and vice versa, where applicable.

**ARTICLE III
CAPITAL CONTRIBUTIONS AND LOANS**

3.1 Membership Units; Capital Contributions.

(a) Ownership rights of the Members in the Company are represented by Membership Units as recorded in **Schedule A** and include a Member's financial rights and governance rights. Except as set forth herein, Membership Units cannot be split or divided into financial rights and governance rights.

(b) The initial Capital Contributions of the Members to the Company were as follows:

(i) Assignment and transfer of certain of the First Round Notes and the Security Agreement related thereto, which the Members agree had an aggregate Fair Value for Capital Contribution purposes of \$200,000.00 if all First Round Notes were transferred (to be reduced and allocated proportionately among the holders of such First Round Notes that were contributed, for purposes of the initial Capital Account balances and Section 704(c) of the Code);

(ii) Assignment and transfer of all of the Second Round Notes and the Security Agreement related thereto, which the Members agree have an aggregate Fair Value for Capital Contribution purposes of \$400,000.00 if all Second Round Notes were transferred (to be allocated proportionately among the holders of such Second Round Notes for purposes of the initial Capital Account balances and Section 704(c) of the Code); and

(iii) \$200,740.00 cash.

Each Member shall be issued one (1) Membership Unit for each one dollar (\$1.00) in agreed value contributed to the Company pursuant to this Section 3.1(b) as set forth on **Schedule A** hereto.

(c) ~~In the Original Agreement, each Member transferred and assigned to the Company, without representation (other than as to ownership) or warranty, all of the Member's rights, title and interest in and to the Notes and the Security Agreements, as set forth on Schedule A, and any and all assets acquired upon foreclosure of such security interests.~~ In addition, certain Members have made or will make promptly the initial Capital Contributions to the Company in cash as set forth on **Schedule A**. The agents under the Security Agreement are hereby authorized and empowered to take any and all actions they may deem necessary or appropriate, in their discretion, to effect the foreclosure of any or all of the assets of Debtor (which exact assets to be foreclosed upon will be determined by such agents).

(d) Upon conversion of a Convertible Unsecured Note issued by the Company, the holder of such note shall be deemed to have been issued two (2) Membership Units for each one dollar (\$1.00) in principal converted thereunder, subject

Agreement shall supersede and control over any and all provisions of the Act to the contrary, to the maximum extent permitted by the Act.

11.15 Dispute Resolution. To the extent feasible, the parties desire to resolve any controversies or claims arising out of or relating to this Agreement through discussions and negotiations between each other. All parties agree to attempt to resolve any disputes, controversies or claims arising out of or relating to this Agreement by face-to-face negotiation with the other party. In the event that, after good faith discussions, such controversies or claims cannot be resolved solely between the parties, the parties may agree upon any type of formal or informal dispute resolution that is feasible under the circumstances, including referral of any such dispute, controversy or claim to any third party for resolution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

THE COMPANY:

PS HOLDINGS, L.L.C.

By: Larry C. Maddox
Larry C. Maddox, Manager

John R. Leach, Manager

Tom Gegax, Manager

Scott R. Petersen, Manager

William P. Love
William P. Love, Manager

THE MEMBERS:

BI-STATE INVESTMENT GROUP I,
L.L.C.

By: David T. Raden
David Raden, President

KAL INVESTMENTS, LLC

By: _____
John R. Leach, Member

LARRY C. MADDOX AND ELLAUISE
L. MADDOX REVOCABLE TRUST

By: Larry C. Maddox
Larry C. Maddox, Trustee

PAUL S. J. COQUILLETTE INVERVIVOS
TRUST DATED JULY 14, 1999

By: _____
Paul S. J. Coquillet, Co-Trustee

11.14 Governing Law and Agreement Supersedes Act. This Agreement shall be governed by and construed in accordance with the laws of Kansas. The provisions of this Agreement shall supersede and control over any and all provisions of the Act to the contrary, to the maximum extent permitted by the Act.

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THE COMPANY:

PS HOLDINGS, L.L.C.

By: _____
Larry C. Maddox, Manager



John R. Leach, Manager

Tom Gegax, Manager

Scott R. Petersen, Manager

William P. Love, Manager

THE MEMBERS:

BI-STATE INVESTMENT GROUP I,
L.L.C.

By: _____
David Raden, President

KAL INVESTMENTS, LLC

By: 

John R. Leach, Member

LARRY C. MADDOX AND ELLAOUISE
L. MADDOX REVOCABLE TRUST

By: _____
Larry C. Maddox, Trustee

PAUL S. J. COQUILLETTE INVERVIVOS
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John R. Leach, Manager



Tom Gegax, Manager

Scott R. Petersen, Manager

William P. Love, Manager

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KAL INVESTMENTS, LLC

By: _____
John R. Leach, Member

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By: _____
Larry C. Maddox, Manager

John R. Leach, Manager

Tom Gegax, Manager



Scott R. Petersen, Manager

William P. Love, Manager

THE MEMBERS:

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L.L.C.

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David Raden, President

KAL INVESTMENTS, LLC

By: _____
John R. Leach, Member

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John R. Leach, Manager

Tom Gegax, Manager

Scott R. Petersen, Manager

William P. Love, Manager

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By: _____
David Raden, President

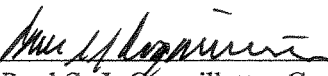
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By: _____
John R. Leach, Member

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L. MADDOX REVOCABLE TRUST

By: _____
Larry C. Maddox, Trustee

PAUL S. J. COQUILLETTE
INVERVIVOS TRUST DATED JULY 14,
1999

By:  _____
Paul S. J. Coquillette, Co-Trustee

By: Donna J. Coquilletts
Donna J. Coquilletts, Co-Trustee

NETWORK INTEGRATION SERVICES,
INC.

By: _____
Name: _____
Title: _____

Efraim Gershom

Daniel T. Brewer

Warren Jacobsen

Gaylon Ball

GUARDIAN LP 2

By: _____
Name: _____
Title: _____


VM EQUITY PARTNERS

By: _____
Name: _____
Title: _____

Charles M. Devereux

By: _____
Donna J. Coquillette, Co-Trustee

NETWORK INTEGRATION SERVICES,
INC.

By: 
Name: Barbara H. Jewell
Title: President

Efraim Gershom

Daniel T. Brewer

Warren Jacobsen

Gaylon Ball

GUARDIAN LP 2

By: _____
Name: _____
Title: _____

VM EQUITY PARTNERS

By: _____
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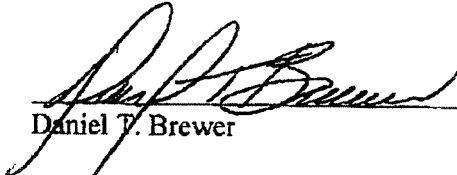
Charles M. Devereux

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Gaylon Ball

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By: _____
Name: _____
Title: _____

VM EQUITY PARTNERS

By: _____
Name: _____
Title: _____

Charles M. Devereux

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By: _____
Donna J. Coquillette, Co-Trustee

NETWORK INTEGRATION SERVICES,
INC.

By: _____
Name: _____
Title: _____

Efraim Gershom

Daniel T. Brewer

Warren Jacobsen

Gaylon Ball

GUARDIAN LP 2

By: *Derek C. Ence*
Name: *Derek C. Ence*
Title: *VP of Bell Enterprises, Inc., General Partner.*

VM EQUITY PARTNERS

By: _____
Name: _____
Title: _____

Charles M. Devereux

By: _____
Donna J. Coquillette, Co-Trustee

NETWORK INTEGRATION SERVICES,
INC.

By: _____
Name: _____
Title: _____

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Daniel T. Brewer


Warren Jacobsen

Gaylon Ball

GUARDIAN LP 2

By: _____
Name: _____
Title: _____

VM EQUITY PARTNERS

By: 
Name: KENNETH E. KOEHN
Title: VP

Charles M. Devereux

By: _____
Donna J. Coquillette, Co-Trustee

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By: _____
Robert A. Hoehn, Manager

Mike Weaver

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William P. Love, Managing Member

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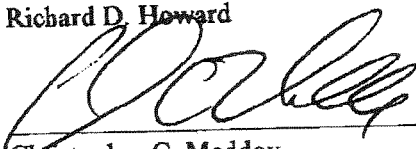
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Robert A. Hoehn, Manager

Mike Weaver

W. P. LOVE PARTNERS, L.L.C.

By: _____
William P. Love, Managing Member

BLADE VENTURES, L.L.C.

By: RW Phelps
Name: ROBERT PHELAS / BLADE MGMT.
Title: MANAGER

Jerry B. Rusinow



Michael J. Katarincic

Robert E. Tenges

Tom Gegax

John Leach

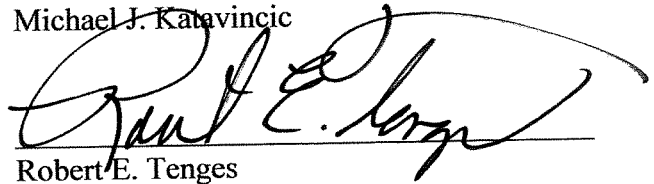
PRAIRIE INVESTMENTS FOR
TECHNOLOGY INVESTMENTS, L.L.C.

By: _____

Name: _____

Title: _____

Michael J. Katavincic



Robert E. Tenges

Tom Gegax

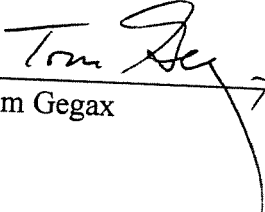
John Leach

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Title: _____


Michael J. Katavincic

Robert E. Tenges

Tom Gegax

John Leach

PRAIRIE INVESTMENTS FOR
TECHNOLOGY INVESTMENTS, L.L.C.

By: 

Name: JOSEPH M. RESTAINO
Title: MANAGER