

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
MCA Internet, LLC		09/25/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BERTL, Inc.		
Street Address:	363 Route 46 West		
City:	Fairfield		
State/Country:	NEW JERSEY		
Postal Code:	07004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3037724	BERTL'S BEST	
Registration Number:	3056186	IT CHAT	
Registration Number:	2826580	IMAGING AT WORK	
Registration Number:	2775824	COLOR AT WORK	
Registration Number:	2784210	DIGITAL OFFICE AWARDS	
Registration Number:	2704737	BERTL DIGITAL TEST LABORATORY	
Registration Number:	2686677	BUSINESS EQUIPMENT RESEARCH & TEST LABORATORIES DIGITAL TEST LAB	
Registration Number:	2786253	BERTL DIGITAL TEST LAB	
Registration Number:	2686557	DATACHECK	
Registration Number:	2715764	LABCHECK	
CORRESPONDENCE DATA			
Fax Number:	(202)420-2201		

OP \$265.00 3037724

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-420-2200
Email: rothg@dicksteinshapiro.com
Correspondent Name: Gabrielle S. Roth -Dickstein Shapiro LLP
Address Line 1: 1825 Eye Street NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	G4150.0000
NAME OF SUBMITTER:	Gabrielle S. Roth
Signature:	/Gabrielle S. Roth/
Date:	08/07/2009

Total Attachments: 10

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**BILL OF SALE, ASSIGNMENT
AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into this 25th day of September, 2007 by and among MCA Communications, LLC, a Delaware limited liability company, MCA Internet, LLC, a Delaware limited liability company (each a "Seller"; collectively, "Sellers"), BERTL, Inc., a Delaware corporation ("Buyer") and, solely for purposes of Section 2 hereof, Gladstone Capital Corporation, a Maryland corporation and an affiliate of Buyer ("Gladstone").

WITNESSETH

WHEREAS, Sellers are party to that certain [REDACTED] Replacement Revolving Line of Credit Promissory Note dated March 29, 2006 in favor of Wells Fargo Foothill, Inc., a California corporation ("Wells Fargo"), as amended by that certain Allonge effective as of June 15, 2007 executed by Wells Fargo in favor of Gladstone and the transaction documents related thereto, all of which are set forth on the attached Schedule 1 (collectively, the "Debt Obligations");

WHEREAS, the Debt Obligations are secured by substantially all of the assets of Sellers, including liens against all of the Purchased Assets (as defined below), pursuant to the Security Agreement set forth in Schedule 1;

WHEREAS, Gladstone is currently the lender pursuant to the terms of the Debt Obligations and the holder of the aforementioned liens;

WHEREAS, Sellers are engaged in the business of collecting and publishing business-to-business product reports, publications, data, periodicals and other information within the digital imaging industry previously conducted by MCA Internet, LLC (collectively, the "BERTL Business") and agree to sell, assign, convey, transfer and deliver to Buyer all of Sellers' rights, title and interests in and to the assets used or held for use in the BERTL Business (collectively, the "Purchased Assets"), including, without limitation, the assets set forth on the attached Exhibit A upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, Buyer agrees to assume from Sellers all of their rights, title, and interests in and to the Purchased Assets, and to assume the liabilities specifically set forth on the attached Exhibit B (collectively, the "Assumed Liabilities") upon the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Sellers, Buyer and Gladstone hereby agree to the following:

2285310/06

1. **Transfer and Assumption.** Sellers hereby sell, assign, convey, transfer and deliver to Buyer, all of Sellers' rights, title and interests in and to the Purchased Assets, free and clear of all liens, claims and encumbrances of any nature (except for the liens securing the Debt Obligations). In consideration of such transfer and assignment, (i) Buyer shall cause Gladstone to release the Sellers from all obligations to repay the outstanding principal of or interest on the Debt Obligations, and (ii) Buyer hereby assumes the Assumed Liabilities upon the terms and subject to the conditions set forth herein.

2. **Cancellation and Release of Debt Obligations.** Gladstone hereby cancels and releases the Debt Obligations and discharges each of the Sellers and their respective shareholders [REDACTED] officers, directors, successors and assigns, from the Debt Obligations, upon the terms and subject to the conditions set forth herein in all respects, other than any obligations for indemnification or similar rights that survive repayment of the Debt Obligations.

3. **Retained Assets Not Assigned.** Sellers and Buyer hereby acknowledge and agree that Buyer is only acquiring the Purchased Assets pursuant to this Agreement, and Sellers shall continue to own and be responsible for all assets of the Sellers not constituting the Purchased Assets.

4. **Excluded Liabilities Not Assumed.** Sellers and Buyer hereby acknowledge and agree that Buyer is only assuming the Assumed Liabilities pursuant to this Agreement, and Sellers shall otherwise continue to be responsible for and indemnify and hold Buyer harmless for all other obligations and liabilities whatsoever associated with the assets of Sellers (including the Purchased Assets). For the avoidance of doubt, Buyer shall not assume any obligations or liabilities of the Sellers with respect to any incentive compensation, bonus or similar plans or arrangements.

5. **Further Assurances.** Each Seller hereby agrees to (a) take any and all actions, and (b) execute any and all documents, certificates, confirmations or other instruments, reasonably requested by Buyer in order to further and properly assure unto Buyer the conveyances and transfers made pursuant to the terms of this Agreement.

6. **Offers to Employees.** Buyer hereby agrees to make offers of employment to certain of the current employees of the Sellers engaged in the BERTL Business as selected by Buyer in its sole discretion, and upon such terms and conditions as Buyer determines in its sole discretion. [REDACTED]

7. Closing Deliveries.

(a) **Seller's Manager's Certificate.** Contemporaneously with the execution and delivery of this Agreement, each Seller shall deliver to Buyer a Manager's Certificate executed by the Manager of such Seller certifying: (i) the resolutions duly authorizing each Seller to enter into this Agreement and consummate the transactions contemplated hereby; (ii) the incumbency of each officer of such Seller duly authorized to execute this Agreement on such Seller's behalf, which shall include the name, title and specimen signature of each such officer; and with respect to MCA Internet, LLC only, (iii) a certificate of good standing of such Seller issued by the Secretary of State of the State of Delaware as of a recent date, which shall not be more than fifteen (15) days prior to the date hereof.

(b) **Buyer's Delivery of Funds.** Contemporaneously with the execution and delivery of this Agreement by the parties, Buyer shall deliver (or cause to be delivered) to Sellers the sum of Twenty Thousand Dollars (\$20,000) in immediately available funds pursuant to the wiring instructions set forth in Schedule 2.

8. **Representations and Warranties of Sellers.** Sellers jointly and severally hereby represent and warrant to and for the benefit of Buyer that: (i) Sellers collectively own all of the Purchased Assets free and clear of all encumbrances, liens, and any other ownership or property rights of any other person or entity (excluding liens securing the Debt Obligations); (ii) neither Seller has assigned, hypothecated, pledged, or otherwise transferred any interest in the Purchased Assets to any other person or entity (except as set forth in the Debt Obligations); (iii) Sellers have the full right, power and authority to grant, sell and convey the Purchased Assets to Buyer without the consent or authorization of any other person or entity; (iv) Sellers have all requisite power and authority to enter into this Agreement, and the persons executing and delivering this Agreement on each Seller's behalf are authorized to so act; (v) the execution and delivery of this Agreement by or on behalf of Sellers does not violate or conflict with any provision of any statute, code, ordinance, rule, regulation or order applicable to Sellers or any agreement, contract, instrument or obligation of which either Seller is a party, including, without limitation, their respective limited liability company agreements; and (vi) this Agreement constitutes a valid and binding agreement of each Seller, and is enforceable against each Seller in accordance with the terms set forth herein.

9. **Representations and Warranties of Buyer.** Buyer hereby represents and warrants to and for the benefit of Sellers that: (i) Buyer has the full right, power and authority to assume the Purchased Assets and the Assumed Liabilities without the consent or authorization of any other person or entity; (ii) Buyer has all requisite power and authority to enter into this Agreement, and the persons executing and delivering this Agreement on Buyer's behalf is authorized to so act; (iii) the execution and delivery of this Agreement by or on behalf of Buyer does not violate or conflict with any provision of any statute, code, ordinance, rule, regulation or order applicable to Buyer or any agreement, contract, instrument or obligation of which Buyer is a party, or

Buyer's organizational documents; and (iv) this Agreement constitutes a valid and binding agreement of Buyer, and is enforceable against Buyer in accordance with the terms set forth herein.

10. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of Sellers and Buyer. Nothing in this Agreement, express or implied, is intended to confer upon any party (other than Buyer, each Seller, Gladstone, and with respect to Section 6 hereof only, [REDACTED]) any rights, remedies, obligations or liabilities under or by reason of this Agreement.

11. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland, without regard to such jurisdiction's conflict of laws principles.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same agreement.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed on the date first written above.

SELLERS:

MCA COMMUNICATIONS, LLC,
a Delaware limited liability company

By: Margie A. Davis
Margie A. Davis
Manager

MCA INTERNET, LLC,
a Delaware limited liability company

By: Margie A. Davis
Margie A. Davis
Manager

BUYER:

BERTL, Inc.,
a Delaware corporation

By: Margie A. Davis
Margie A. Davis
Authorized Person

Signature Page to Bill of Sale, Assignment and Assumption Agreement

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TRADEMARK
REEL: 004039 FRAME: 0616

GLADSTONE CAPITAL CORPORATION,
a Maryland corporation

By: John H. Weller
John Weller
Authorized Person

Signature Page to Bill of Sale, Assignment and Assumption Agreement (cont'd)

2285310/06

TRADEMARK
REEL: 004039 FRAME: 0617

EXHIBIT A

Purchased Assets

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

6. All trademarks, service marks, trade dress, logos or designs, slogans or tag-lines, trade names, and corporate names ("collectively, "Marks"), in each case, used or held for use in the conduct of the BERTL Business (including, without limitation, all copies and tangible embodiments thereof

Schedule 1 to Bill of Sale, Assignment and Assumption Agreement (cont'd)

in whatever form of medium) together with all translations, adaptations, derivations, and combinations thereof, all goodwill associated therewith, all applications, registrations, and renewals in connection therewith, and all rights to assert in the Buyer's own name for the past violation or infringement of any rights as to such Marks (including, without limitation, each of the Marks set forth immediately below) and to retain all proceeds from such assertions:

BERTL'S BEST
BERTL
IT CHAT
IMAGING AT WORK
COLOR AT WORK
DIGITAL OFFICE AWARDS
BERTL DIGITAL TEST LABORATORY
BUSINESS EQUIPMENT RESEARCH & TEST LABORATORIES DIGITAL TEST LAB
BERTL DIGITAL TEST LAB
BUSINESS EQUIPMENT RESEARCH & TEST LABORATORIES
DIGITAL TEST LAB
DATACHECK
LABCHECK

7. All copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, in each case, used or held for use in the conduct of the BERTL Business (including, without limitation, all copies and tangible embodiments thereof in whatever form or medium) and together with all rights to assert in the Buyer's own name for the past violation or infringement of any rights as to such copyrightable works, copyrights, applications, registrations, and renewals and to retain all proceeds from such assertions.

8. All domain names and all applications, registrations, and renewals in connection therewith, used or held for use in the conduct of the BERTL Business (including, without limitation, the domain names set forth immediately below) together with all copies and tangible embodiments thereof in whatever form or medium and together with all rights to assert in Buyer's own name for the past violation or infringement of any rights as to all such domain names and to retain all proceeds from such assertions:

- bertl.com
- bertl.us
- datacheck.us
- digitaltestlab.us
- itchat.com
- itchatter.us
- labcheck.us
- mybertl.com
- pagecheck.us

Schedule 1 to Bill of Sale, Assignment and Assumption Agreement (cont'd)

9. All other assets not listed herein and used or held for use in the conduct of the BERTL Business, including, without limitation: (i) all cash, accounts receivable, inventory, notes, bonds and other evidences of indebtedness of and rights of the Sellers to receive payments from any individual or entity; (ii) all intellectual property, including, but not limited to, all inventions (whether patentable or not, whether or not reduced to practice, and in whatever form or medium), all improvements thereto, and all patents, patent applications, and patent extensions and reexaminations thereof, all trade secrets and confidential and/or proprietary business information (including, but not limited to, ideas, research and development, know-how, formulas, compositions, processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, and regardless of whether any of the foregoing items are adjudicated to be trade secrets or were not treated as confidential by the Sellers); (iii) all computer software (including source code, executable code, data, databases, and related documentation); (iv) all material advertising and promotional matter; (v) all other proprietary rights; (vi) all rights in telephone numbers, fax numbers, and IP addresses; (vii) all rights relating to prepayments, deferred charges, advances, security deposits and similar terms; (viii) all rights under contracts, licenses, leases and other agreements, including all rights to receive payment, goods or services and to assert claims and take other actions in the Buyer's own name; (ix) all corporate and other books and records; (x) all governmental approvals, including pending applications therefore or renewals thereof, to the extent the transfer of such rights is permitted by law; (xi) all rights to claims, demands, lawsuits and judgments with respect to the ownership, use or value of any such asset; and (xii) with all rights to assert in Buyer's own name for the past violation or infringement of any rights as to all the foregoing and to retain all proceeds from such assertions.

Schedule 1 to Bill of Sale, Assignment and Assumption Agreement (cont'd)