

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Intechra Holding Corporation		08/11/2009	CORPORATION: MISSISSIPPI
Intechra LLC		08/11/2009	LIMITED LIABILITY COMPANY: MISSISSIPPI
Intechra Logistics LLC		08/11/2009	LIMITED LIABILITY COMPANY: MISSISSIPPI
Chasm Industries Ohio, Inc.		08/11/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Intechra Group LLC
<b>Street Address:</b>	713 Pear Orchard Drive
<b>Internal Address:</b>	Suite 102
<b>City:</b>	Ridgeland
<b>State/Country:</b>	MISSISSIPPI
<b>Postal Code:</b>	39157
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	3136914	INTECHRA
Registration Number:	3556272	INTECHRA I
Registration Number:	3559902	I
Registration Number:	2629673	RETRO BOX
Registration Number:	2603325	RB_ RETRO BOX.COM
Registration Number:	2461482	SECURITY BLANKIT
Registration Number:	3424741	CLEANIT
Serial Number:	77032606	AZATEK.COM
Registration Number:	3310616	GOLD CIRCUIT

CH \$365.00 3136914

Registration Number:	2881082	EPC
Registration Number:	2881083	EEOL
Registration Number:	2909893	EPC ELECTRONICS PARTNERS CORPORATION
Registration Number:	2872585	MARKET 2 MARKET
Registration Number:	2919818	MARKET2MARKET

**CORRESPONDENCE DATA**

Fax Number: (949)823-6994  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (949) 760-9600  
Email: manguaray@omm.com  
Correspondent Name: Ria Manguray  
Address Line 1: 610 Newport Center Drive  
Address Line 2: 17th Floor  
Address Line 4: Newport Beach, CALIFORNIA 92660

ATTORNEY DOCKET NUMBER:	247,109-006
NAME OF SUBMITTER:	Ria Manguray
Signature:	/Ria Manguray/
Date:	08/12/2009

Total Attachments: 9  
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "**Trademark Assignment**") is made and entered into this 11th day of August 2009 (the "**Effective Date**") among Intechra Group, LLC, a Delaware limited liability company ("**Assignee**"), Intechra Holding Corporation, a Mississippi corporation ("**Holding**"), Intechra LLC, a Mississippi limited liability company ("**Intechra**"), Chasm Industries Ohio, Inc., a Delaware corporation ("**Chasm**") and Intechra Logistics LLC, a Mississippi limited liability company ("**Logistics**", and together with Holding, Intechra and Chasm, collectively, the "**Company**").

**WHEREAS**, this Trademark Assignment is being entered into in connection with the transactions contemplated by the Asset Purchase Agreement (as amended, supplemented or restated from time to time, the "**Purchase Agreement**"), dated as of August 11, 2009, by and among by and among Marathon Special Opportunity Master Fund, Ltd., ("**Marathon Master**"), Marathon CLO II Ltd. ("**Marathon CLO**"), Marathon Financing I, B.V. ("**Marathon Financing**" and, together with Marathon Master and Marathon CLO, collectively, "**Marathon**"), Assignee, INT Holdings, LLC, MSOF Workout Assets, LLC, Marathon CLO II Workout Assets LLC and MFBV Workout Assets LLC;

**WHEREAS**, Marathon has a first lien security interest on substantially all of the assets of the Company, including, without limitation, the Trademarks (as defined below) pursuant to the terms of the loan agreement between Marathon and the Company (the "**Loan Agreement**");

**WHEREAS**, Marathon has foreclosed on the assets of the Company pursuant to Sections 9-610 et seq. of the Uniform Commercial Code (as adopted by certain relevant jurisdictions) and other applicable law and has, pursuant to the terms of the Purchase Agreement, transferred to Assignee the Company's right title and interest in and to the assets identified therein (including, without limitation, the Trademarks); and

**WHEREAS**, the Company has granted to Marathon a limited power of attorney to, among other things, execute this Trademark Assignment on behalf of the Company, and Marathon desires to execute this Trademark Assignment in its capacity as attorney-in-fact of the Company to evidence the transfer of the trademarks, and any and all registrations and use-based applications for registration pertaining thereto, listed in the attached Schedule A, together with the goodwill of any business connected to and symbolized by such trademarks (collectively, the "**Trademarks**") to Assignee.

**NOW, THEREFORE,**

1. In connection with the transactions contemplated by the Purchase Agreement, Marathon, in its capacity as attorney-in-fact of the Company, hereby assigns, transfers and conveys to Assignee, its successors and assigns, all of the Company's right, title and interest in and to the Trademarks and all of the goodwill of the business associated with the Trademarks.

2. Marathon agrees to execute and deliver to Assignee, without further consideration, in its capacity as attorney-in-fact of the Company, such instruments of transfer and other instruments as may reasonably be requested by, and prepared and provided by, Assignee in order to protect, secure, vest and record good title to the Patents in Assignee, its successors, legal representatives and assigns.

3. Marathon, in its capacity as attorney-in-fact of the Company, authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any country foreign to the United States, to record Assignee as the assignee and owner of the Trademarks issued in the United States or issued or registered in any corresponding jurisdiction.

\* \* \* \*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Trademark Assignment the day and year first above written.

**ASSIGNEE:**

**INTECHRA GROUP, LLC**

By:



Name: Christopher Standt  
Title: Assistant Secretary

[Trademark Assignment]

**TRADEMARK**  
**REEL: 004043 FRAME: 0274**



INTECHRA LLC

BY:

MARATHON SPECIAL OPPORTUNITY  
MASTER FUND, LTD.,  
its attorney-in-fact

By: **Marathon Asset Management L.P.**,  
its Investment Manager and Authorized  
Signatory

By: *Louis Hanover*

Name:

Title:

LOUIS T. HANOVER  
AUTHORIZED SIGNATORY

STATE OF New York )  
                                          )  
COUNTY OF New York )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August 2009,  
by Louis Hanover, \_\_\_\_\_ of \_\_\_\_\_ on behalf of  
\_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year in this certificate first above written.

Notary Public in and for  
[State] New York

[SEAL]

My Commission Expires:  
\_\_\_\_\_



**N. SANJAY KATHIRITHAMBY**  
Notary Public, State of New York  
No. 02KA6195318  
Qualified in New York County  
Commission Expires Oct. 20, 2012

[Trademark Assignment]







## Schedule A

### **Intechra LLC:**

1. “Intechra” - (Words only) U.S. Patent and Trademark Office (“USPTO”) Serial # 78501845, Registration # 3136914, Registration Date 08/29/2006. “*Live*”
2. “Intechra i” - (Words only) USPTO Serial # 77352144, Registration # 3556272, Registration Date 01/06/2009. “*Live*”
3. “i (stylized letter i)” and Design - USPTO Serial # 77352472, Registration # 3559902, Registration Date 01/13/2009. “*Live*”
4. “Retro Box” - (Words only) USPTO Serial # 75739196, Registration # 2629673, Registration Date 10/08/2002. “*Intentionally Abandoned*”
5. “RB Retro Box.com” and Design - USPTO Serial # 75739195, Registration # 2603325, Registration Date 08/06/2002. “*Intentionally Abandoned*”
6. “Security Blankit” - (Words only) USPTO Serial # 2461482, Registration # 76020914, Registration Date 06/19/2001. “*Intentionally Abandoned*”
7. “CleanIT” - (Words only) USPTO Serial # 3424741, Registration # 78960379, Registration Date 05/06/2008. “*Live*”
8. “Azatek.com” - USPTO Registration # 77032606. “*Intentionally Abandoned*”
9. “Gold Circuit” - USPTO Serial # 77032609, Registration # 3310616, Registration Date 10/16/2007. “*Live*”
10. “ePC” and Design - USPTO Serial # 76539975, Registration # 2881082, Registration Date 09/07/2004. “*Live*”
11. “eEOL” and Design - USPTO Serial # 76539976, Registration # 2881083, Registration Date 09/07/2004. “*Live*”
12. “ePC Electronics Partners Corporation” and Design - USPTO Serial # 76539977, Registration # 2909893, Registration Date 12/14/2004. “*Live*”

### **Chasm Industries of Ohio, Inc.:**

1. “Market2Market” - (Words only) USPTO Serial # 78140598, Registration # 2872585, Registration Date 08/10/2004. “*Live*”
2. “Market2Market” and Design - USPTO Serial # 78181958, Registration # 2919818, Registration Date 01/1/2005. “*Live*”

**Intechra LLC’s and its subsidiaries’ Unregistered Trademarks, Servicemarks, trade names, corporate names include:** “Resource Concepts, Inc.”; “Recycled Computers International, LLC”; “Outlet Computer”; “outletcomputer.com”; “Intechra”; “Intechra LLC”; “RCP”; “Intechra Holding Corporation”; “Intechra Logistics LLC”, “Retro Box”; “Computer Service Parts”; “Retro Box, Ltd.”; “Retro Box”; “Gold Circuit, Inc.”; “Azatek.com, Inc.” “Lifecycle Business Partners, LLC”, “Lifecycle Partners”, “Electronics Partners Corporation”, “Electronic Partners Corporation”, “EPC Acquisition Corp.”, “EPC”, “Chasm Industries Northeast, Inc.”, “Space Fitters, Inc.”, “SFI Acquisition Sub, Inc.”, “SFI”, “Chasm Industries Ohio, Inc.”, “Market2Market, LLC”, “M2M Merger Corp.”, “M2M”, “M2M Acquisition, Inc.”,

“Talon Solutions, Inc.”, “Talon Microelectronics”, “Return2Market”, “Chasm Industries Midwest, Inc.”, “ViTrack”, “ETLC”, “Chasm Industries, Inc.”, “Chasm”, and “Chasm, Inc.”

**Intechra Logistics LLC’s Unregistered Trademarks, Servicemarks, trade names, corporate names include:** “BCS Logistics Solutions, Inc.”, “Business Courier Service, Inc.”, “BCS”, “BCS Delivers”, and “BCS Xcelerator”.

**State-Registered Corporate/Trade Names Acquired by Intechra LLC:**

- “Gold Circuit” registered in Arizona
- “Azatek.com” registered in Arizona
- “Lifecycle Business Partners” registered in Arizona
- “Lifecycle Partners” registered in Arizona

**Logos:**

