

SEP 09 2009  
 PATENT & TRADEMARK OFFICE

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Form PTO-1594 (Rev. 01-09)  
 USPTO Collection 0651-0027 (exp. 02/28/20)

U.S. DEPARTMENT OF COMMERCE  
 United States Patent and Trademark Office

103573681

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

09/09/09

**1. Name of conveying party(ies):**  
 TLI Newco, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
 Additional names, addresses, or citizenship attached?  No

Name: TraceLink, Inc.  
 Internal  
 Address: c/o FirstMark Capital, LLC, Attn: Brian Kempner  
 Street Address: 1221 Avenue of the Americas, 26th Floor  
 City: New York  
 State: New York  
 Country: USA Zip: 10020

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship Delaware  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) August 3, 2009

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s) 3224213 and 3135814

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Wollmuth Maher & Deutsch LLP  
 Internal Address: Attn: Richard C. Leska, Esq.  
 Street Address: 500 Fifth Avenue  
 City: New York  
 State: New York Zip: 10110  
 Phone Number: 212-382-3300  
 Fax Number: 212-382-0050  
 Email Address: rleska@wmd-law.com

**6. Total number of applications and registrations involved:** 2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$65.00

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

09/11/2009 NJAMA1 00000011 3224213  
 Deposit Account Number \_\_\_\_\_ 40.00  
 02 FC:8522 \_\_\_\_\_ 25.00  
 Authorized User Name \_\_\_\_\_

**9. Signature:** [Signature] Signature Date 9/8/09

Richard C. Leska, Esq., counsel to TLI Newco, Inc.  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT AND BILL OF SALE

TLI Newco, Inc. ("Seller"), for value received, does hereby sell, assign, transfer and convey to TraceLink, Inc. ("Purchaser") all right, title and interest of Seller in the Collateral (as such term is defined in the Loan and Security Agreement, dated July 27, 2005, by and between SupplyScape Corporation and Comerica Bank, which Loan Agreement has been assigned by Comerica Bank to Seller) in such form as the Collateral has been surrendered to Seller pursuant to that certain letter agreement, dated the date hereof, by and between Seller and SupplyScape Corporation.

If, subsequent to the date of this Assignment and Bill of Sale, any property or asset that is part of the Collateral comes into the possession of Seller, Seller shall promptly deliver such property or asset to Purchaser.

Seller hereby covenants and agrees to execute and deliver such other documents and take such other actions as may be necessary to sell, convey, assign, transfer and deliver to Purchaser, or its successors or assigns, all of such Seller's right, title and interest in, to and under the Collateral hereby sold, conveyed, assigned, transferred and delivered to Purchaser.

This Assignment and Bill of Sale shall be governed by and shall be construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws thereof (except any provisions of the laws of such State that would render such choice of law ineffective).

EXECUTED: August 3, 2009

TLI NEWCO, INC.

By:

  
\_\_\_\_\_  
Lawrence D. Lenihan, Jr., President