

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
I-Centrix, LLC		12/31/2007	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	I-Centrix Services, LLC, c/o Lake Capital Management, LLC
Street Address:	676 North Michigan Avenue
Internal Address:	Suite 3900
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60611
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3219583	I-CONTACT
Registration Number:	3293635	I-DELIVER
Registration Number:	3224199	I-DENTIFY
Serial Number:	77242731	I-BUNDLE
Serial Number:	77255876	I-CENTRIX
Serial Number:	77256611	I-MERGE

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-862-2000
 Email: christine.casey@kirkland.com, whit.kilgroe@kirkland.com
 Correspondent Name: Kirkland & Ellis LLP
 Address Line 1: 30 N. LaSalle Street, 28th Floor
 Address Line 2: c/o Christine Casey

900144639

**TRADEMARK
 REEL: 004073 FRAME: 0698**

CH \$165.00 3219583

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 39951-67 - CAC

NAME OF SUBMITTER: Christine Casey

Signature: /Christine Casey/

Date: 10/05/2009

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 31, 2007, ("Effective Date") by and between I-Centrix, LLC, a New York Limited Liability Company, with its principal office at 30 Tech Valley Drive, Suite 201, East Greenbush, New York 12061 ("Assignor"), and I-Centrix Services, LLC, c/o Lake Capital Management, LLC, a Delaware Limited Liability Company, with its principal office at 676 North Michigan Avenue, Suite 3900, Chicago, Illinois 60611 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated December 31, 2007 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including,

without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

I-CENTRIX, LLC

Name: *Robert M. Minto*

Title: CEO

I-CENTRIX SERVICES, LLC

Name: *Michael P. As-*

Title: _____

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Country	Trademark No.	Registration Date
I-CONTACT	US	3,219,583	3/20/2007
I-DELIVER	US	3,293,635	9/10/2007
I-DENTIFY	US	3,224,199	4/3/2007

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Mark	Country	Serial No.	Filing Date
I-BUNDLE	US	77/242,731	7/31/2007
I-CENTRIX	US	77/255,876	8/20/2007
I-MERGE	US	77/256,611	8/16/2007