

**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   |                        |                                     |
| <b>CONVEYING PARTY DATA</b>      |  |                        |                                     |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>  | <b>Entity Type</b>                  |
| 100 Spears, LLC                  |  | 10/05/2009             | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                        |                                     |
| <b>Name:</b>                     | APC Workforce Solutions, LLC   |                        |                                     |
| <b>Doing Business As:</b>        | DBA ZeroChaos  |                        |                                     |
| <b>Street Address:</b>           | 420 S. Orange Avenue   |                        |                                     |
| <b>Internal Address:</b>         | Suite 600  |                        |                                     |
| <b>City:</b>                     | Orlando  |                        |                                     |
| <b>State/Country:</b>            | FLORIDA  |                        |                                     |
| <b>Postal Code:</b>              | 32801  |                        |                                     |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: FLORIDA   |                        |                                     |
| <b>PROPERTY NUMBERS Total: 4</b> |  |                        |                                     |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>       |                                     |
| <b>Registration Number:</b>      | 1997724  | THE EXPERT MARKETPLACE |                                     |
| <b>Registration Number:</b>      | 2272373  | EWORK                  |                                     |
| <b>Registration Number:</b>      | 2724624  | EWORK EXCHANGE         |                                     |
| <b>Registration Number:</b>      | 2643935  | EWORK SERVICES         |                                     |
| <b>CORRESPONDENCE DATA</b>       |  |                        |                                     |
| <b>Fax Number:</b>               | (216)696-0740  |                        |                                     |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                        |                                     |
| <b>Phone:</b>                    | 216-861-7659   |                        |                                     |
| <b>Email:</b>                    | clevelandip@bakerlaw.com   |                        |                                     |
| <b>Correspondent Name:</b>       | Melanie S. Corcoran  |                        |                                     |
| <b>Address Line 1:</b>           | 1900 East 9th Street, Suite 3200   |                        |                                     |
| <b>Address Line 4:</b>           | Cleveland, OHIO 44114  |                        |                                     |

**CH \$115.00 1997724**

|  |                       |
|--|-----------------------|
| ATTORNEY DOCKET NUMBER:  | ZEROCHAOS             |
| NAME OF SUBMITTER:   | Melanie S. Corcoran   |
| Signature:   | /Melanie S. Corcoran/ |
| Date:  | 10/09/2009            |
| Total Attachments: 5<br>source=APC Workforce dba ZeroChaos#page1.tif<br>source=APC Workforce dba ZeroChaos#page2.tif<br>source=APC Workforce dba ZeroChaos#page3.tif<br>source=APC Workforce dba ZeroChaos#page4.tif<br>source=APC Workforce dba ZeroChaos#page5.tif |                       |

## ASSIGNMENT OF PROPRIETARY RIGHTS

THIS ASSIGNMENT OF PROPRIETARY RIGHTS (this "Intellectual Property Assignment") is entered into as of October 5, 2009, by and between 100 Spears, LLC, a Delaware limited liability company doing business as eWork ("Seller"), and APC Workforce Solutions, LLC, a Florida limited liability company doing business as ZeroChaos ("Buyer"). Capitalized terms not defined herein shall have the meaning given to such terms in the Purchase Agreement (as defined hereinafter).

### RECITALS

A. Buyer, Seller, Workway, Inc., the Johnston Living Trust Dated March 27, 2001, Meg Chang, Kevin Godsey, Lisa Quattrini and Michael Werblun are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), pursuant to which Buyer is acquiring certain Acquired Assets of Seller.

B. Buyer wishes to acquire Seller's entire right, title and interest in and to the Proprietary Rights, and Seller wishes to assign to Buyer all of its right, title and interest in and to the Proprietary Rights.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Seller hereby assigns to Buyer and Buyer hereby accepts the following: (a) all of Seller's entire right, title and interest in and to all of the Proprietary Rights, including, without limitation, the Proprietary Rights set forth on Exhibit A attached hereto, together with the goodwill of the business carried on in connection with any trademarks, service marks or trade names included in the Proprietary Rights, (b) the right to file federal, state and foreign registrations to secure Buyer's rights in any owned Proprietary Rights that are unregistered, (iii) all claims, demands and rights of action, both statutory and based upon common law, that Seller has or might have by reason of any infringement of the Proprietary Rights prior to, on or after the date of this Intellectual Property Assignment, together with the right to prosecute such claims, demands and rights of action in Buyer's own name and (c) all of Seller's right, title and interest in and to all income, royalties, damages and payments now or hereafter due and/or payable with respect to the Proprietary Rights, including, without limitation, the right to recover for past, present or future infringements of the Proprietary Rights. Notwithstanding anything to the contrary herein, Seller does not assign to Buyer any of the foregoing assets to the extent they constitute Excluded Assets.

2. Buyer's Use and Enjoyment. The rights, title and interest assigned under Section 1 shall be for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Intellectual Property Assignment had not been made.

3. Rights to Record. Seller hereby grants Buyer a power of attorney to file this Intellectual Property Assignment before the United States Patents and Trademarks Office,

and any country or countries foreign to the United States, if and where applicable, to effect the assignment of the Proprietary Rights hereunder in the name of Buyer.

4. Further Assurance. Seller agrees that it shall do, execute, acknowledge and deliver, all acts, agreements, documents, instruments, notices and assurances as may be reasonably requested by Buyer to further effect and evidence the assignments contemplated hereby. Seller will at any time upon reasonable request and without further consideration, make all rightful oaths and do all lawful acts required for procuring and enforcing the Proprietary Rights.

5. Entire Agreement. This Intellectual Property Assignment, together with the Purchase Agreement and all documents executed in connection with the Purchase Agreement, constitutes the entire agreement and understanding between and among the parties hereto with respect to the matters set forth herein, and supersedes and replaces any prior agreements and understandings, whether oral or written, between and among them with respect to such matters. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever.

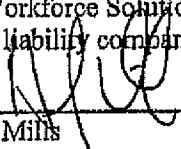
6. Counterparts. This Intellectual Property Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Intellectual Property Assignment by facsimile or electronic mail (with signature visible) shall be as effective as delivery of a manually executed counterpart of this Intellectual Property Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment of Proprietary Rights as of the date first above written.

"BUYER"

APC Workforce Solutions, LLC, a Florida limited liability company


  
\_\_\_\_\_  
Harold Mills  
Chief Executive Officer

State of Florida  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 5 day of October, 2009, by Harold Mills, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature 

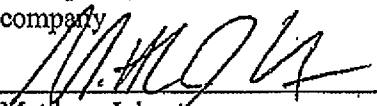
NOTARY PUBLIC-STATE OF FLORIDA  
 Griselda C. Lopez  
Commission # DDS46312  
Expires: MAY 13, 2010  
Bonded Thru Atlantic Bonding Co., Inc.

*Signature Page to Assignment of Proprietary Rights*

TRADEMARK  
REEL: 004076 FRAME: 0280

"SELLER"

100 Spears, LLC, a Delaware limited liability  
company

  
\_\_\_\_\_  
Matthew Johnston  
Chairman

State of California  
County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 6<sup>TH</sup> day of OCTOBER, 2009 by  
MATTHEW JOHNSTON, proved to me on the basis of satisfactory  
evidence to be the person(s) who appeared before me.

(Seal)

Signature

  
\_\_\_\_\_



*Signature Page to Assignment of Proprietary Rights*

TRADEMARK  
REEL: 004076 FRAME: 0281

**Exhibit A**

**Intellectual Property Assets**

1. "Method and Apparatus for Matching Projects and Workers" registered patent, Registration No. 6,567,784
2. "The Expert Marketplace" registered trademark, Registration No. 1,997,724
3. "eWork" registered trademark, Registration No. 2,272,373
4. "eWork Exchange" registered trademark, Registration No. 2,724,624
5. "eWork Services" registered trademark Registration No. 2,643,935