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
Solid Cactus, Inc.		04/27/2009	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Solid Cactus Web.com, Inc.	
Street Address:	12808 Gran Bay Parkway West	
City:	Jacksonville	
State/Country:	FLORIDA	
Postal Code:	32258	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	3023263	SOLID CACTUS	
Registration Number:	3572185	CACTUS ON DEMAND ORDER MANAGEMENT	
Registration Number:	3704634	CACTUS COMPLETE COMMERCE ORDER MANAGEMENT	
Registration Number:	3704633	FEEDPERFECT	

CORRESPONDENCE DATA

Fax Number: (570)706-7193

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

570-706-7049 Phone:

Email: jont@solidcactus.com Correspondent Name: Jonathan D. Tenenbaum Address Line 1: 106 South Lehigh Street

Address Line 4: Shavertown, PENNSYLVANIA 18708

NAME OF SUBMITTER:	Jonathan D. Tenenbaum
Signature:	/Jonathan D. Tenenbaum/
	TRADEMARK

REEL: 004105 FRAME: 0946

TRADEMARK

Date:	12/01/2009
Total Attachments: 4 source=Solid Cactus TM Assignment Agree	ment - 042709#page2.tif ment - 042709#page3.tif

TRADEMARK REEL: 004105 FRAME: 0947

EXHIBIT H

Trademark Assignment Agreement

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made as of the 27th day of April, 2009, by and between SOLID CACTUS WEB.COM, INC., a Delaware corporation ("SC Web") and SOLID CACTUS CALL CENTER WEB.COM, INC., a Delaware corporation ("SCCC Web") (SC Web and SCCC Web individually an "Assignee" and, collectively "Asignees") and SOLID CACTUS, INC., a Pennsylvania company ("SCI"), SOLID CACTUS CALL CENTER, INC., a Pennsylvania company ("SCCCI") (SCI and SCCCI individually, an "Assignor" and, collectively, the "Assignors"). Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, the parties have entered into that certain Asset Purchase Agreement, dated as of April 27, 2009, as the same may be amended (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, the respective Assignee desires to own the respective Assignor's entire rights, title, and interest in and to the Trademarks in SCHEDULE A hereto (the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. <u>Definition of Assigned Trademarks</u>. The term "Assigned Trademarks" shall mean all trademark, service mark, and trade name registrations and applications related to the Business (as defined in the Purchase Agreement), and all trade dress, logos, designs, business names, fictitious business names and other business identifiers and unregistered marks related to the Business, including without limitation those listed in SCHEDULE A attached, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals and extensions thereof; and (d) all rights of action, rights of recovery, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.
- 2. <u>Assignment of the Assigned Trademarks</u>. The respective Assignor, on behalf of itself and its predecessors and successors in interest, hereby sells, assigns, and transfers to the respective Assignee, its successors and assigns all of such Assignor's right and title to and interest in the Assigned Trademarks. The assignment of the Assigned Trademarks granted by Assignors to Assignees in this Agreement is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.
- 3. Representations and Warranties. Assignors expressly represent and warrant that (a) no third party other than Assignees has any right, title or interest in the Assigned Trademarks; (b) Assignors has taken no actions which adversely affect Assignees' rights under this Agreement; (c) Assignors have not executed any assignments, sales, agreements, liens, mortgages, or encumbrances that effect the Assigned Trademarks; and (d) Assignors have the

TRADEMARK REEL: 004105 FRAME: 0948 right to execute and enter into this Agreement, to perform its obligations hereunder, and to assign the Assigned Trademarks and all other rights transferred hereunder. Assignees represent and warrant that they have the power to enter into this Agreement and perform the obligations assumed hereunder.

- 4. <u>Further Assurances</u>. Upon request by an Assignee, the respective Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm such Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Agreement.
- 5. Appointment as Attorney in Fact. Assignors appoints Assignees their attorney, in Assignors' name or otherwise, but for the benefit of Assignees, to execute all documents which may be necessary or proper to renew or secure renewals of the Assigned Trademarks; to enforce and protect all rights in the Assigned Trademarks; to litigate and collect all damages arising from any infringement of the Assigned Trademarks, to join Assignors as a party plaintiff in any such suit for infringement and to participate, in its discretion, in any action against Assignors, challenging the validity of an Assigned Trademark.
- 5. <u>Binding Effect</u>. This Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of Assignors and Assignees.

[End of Trademark Assignment Agreement - Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Trademark Assignment Agreement effective as of the date shown above and in the capacities shown below.

This Trademark Assignment Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

ASSIGNEES:

SOLID CACTUS WEB.COM, INC.

By: David L. Brown

Chief Executive Officer

Address:

12808 Gran Bay Parkway West

Jacksonville, FL 32258

Attention: Chief Executive Officer

ASSIGNORS:

SOLID CACTUS, INC.

Joseph Palko

Chief Executive Officer

Bv:

Scott Sanfilippo

President and Chief Operating Officer

Address:

106 South Lehigh Street Shavertown, PA 18708

Attention: Chief Executive Officer

SOLID CACTUS CALL CENTER WEB.COM, INC.

By: David L. Brown

Chief Executive Officer

Address:

12808 Gran Bay Parkway West

Jacksonville, FL 32258

Attention: Chief Executive Officer

SOLID GACTUS CALL CENTER, INC.

By: Joseph Palko

Chief Executive Officer

By: _ (

Scott Sanfilippo

President and Chief Operating Officer

Address:

106 South Lehigh Street Shavertown, PA 18708

Attention: Chief Executive Officer

SCHEDULE A

Assigned Federal Trademark Registrations

Mark	Country	Reg. No.	Reg. Date
SOLID CACTUS	USA	3023263	12/06/05
CACTUS ON DEMAND ORDER MANAGEMENT	USA	3572185	02/10/09
CACTUS COMPLETE COMMERCE ORDER MANAGEMENT	USA	Serial #: 77669582	Pending
FEEDPERFECT	USA	Serial #: 77669528	Pending

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RECORDED: 12/01/2009