

TRADEMARK ASSIGNMENT

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
Cynergy Prosperity Plus, LLC		10/26/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cynergy Operations, LLC		
Street Address:	4400 North Point Parkway		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3588181	CYNERGY PROSPERITY PLUS	
CORRESPONDENCE DATA			
Fax Number:	(561)659-6313		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(561) 653-5000		
Email:	kendra.waterman@akerman.com		
Correspondent Name:	Mark D. Passler, Akerman Senterfitt		
Address Line 1:	222 Lakeview Avenue, 4th Floor		
Address Line 4:	West Palm Beach, FLORIDA 33401		
NAME OF SUBMITTER:	Mark D. Passler		
Signature:	/Mark D. Passler/		
Date:	12/14/2009		
Total Attachments: 5			

CH \$40.00 3588181

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ASSIGNMENTS OF INTANGIBLE PROPERTY

This ASSIGNMENTS OF INTANGIBLE PROPERTY (this "Assignment") is made as of October 26, 2009, by and among CYNERGY DATA, LLC, a Delaware limited liability company ("Cynergy"), and CYNERGY PROSPERITY PLUS, LLC, a Delaware limited liability company ("Cynergy Prosperity Plus" and, together with Cynergy, the "Assignors"), on the one hand and CYNERGY HOLDINGS, LLC, a Delaware limited liability company (the "Assignee"), CYNERGY EQUITY HOLDINGS, INC., a Delaware corporation ("Cynergy Equity"), CYNERGY PP, LLC, a Delaware limited liability company ("Cynergy PP"), and CYNERGY OPERATIONS, LLC, a Delaware limited liability company ("Cynergy Operations" and, together with Cynergy Equity and Cynergy PP, the "Assignee Affiliates"), on the other hand

RECITALS

WHEREAS, the Assignors and the Assignee entered into that certain Asset Purchase Agreement, dated as of August 26, 2009 (the "Purchase Agreement"), providing for the sale to the Assignee of certain assets of the Sellers; and

WHEREAS, the execution and delivery of this Assignment by the Assignors is a condition to the obligation of the Assignee to consummate the transactions contemplated by the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to sell, transfer, assign, convey and deliver to Assignee all of Assignor's right, title, and interest in and to all of the Transferred IP, including the Transferred IP listed on Schedule 4.7(a) to the Purchase Agreement; and

WHEREAS, pursuant to Section 12.8 of the Purchase Agreement (the "Assignment Provision"), the Purchaser may assign, subject to the terms and conditions of the Assignment Provision, any of its rights under the Purchase Agreement to any of its Affiliates or any of its wholly owned subsidiaries; and

WHEREAS, the Assignee has elected to assign, subject to the terms and conditions of the Assignment Provision, its rights to the Transferred IP to the Assignee Affiliates, each of which is an Affiliate or a wholly owned subsidiary of the Assignee;

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, the parties hereto agree as follows:

1. Assignment.

(a) Cynergy does hereby sell, transfer, assign, convey and deliver to Cynergy Operations, all of Cynergy's right, title, and interest in and to the Transferred IP, and together with the goodwill of the Business pertaining thereto, the same to be held by Cynergy Operations for its own use and enjoyment, and for the use and enjoyment of Cynergy Operations's successors, assigns and other legal representatives, as fully and entirely as the same would have

been held and enjoyed by Assignor if this Assignment and sale had not been made; provided, however, that the Transferred IP sold, transferred, assigned, conveyed and delivered by Cynergy to Cynergy Operations pursuant to this Section 1(a) shall exclude the Transferred IP of Cynergy that relates to the Transferred Minority Equity Interests (as such term is defined in that certain Bill of Sale, made as of the date hereof, by and among the parties hereto) (the "Cynergy Equity Transferred IP"). The sale, transfer, assignment, conveyance and delivery of the Cynergy Equity Transferred IP shall be governed by Section 1(b) hereof.

(b) Cynergy does hereby sell, transfer, assign, convey and deliver to Cynergy Equity all of Cynergy's right, title, and interest in and to the Cynergy Equity Transferred IP, and together with the goodwill of the Business pertaining thereto, the same to be held by Cynergy Equity for its own use and enjoyment, and for the use and enjoyment of Cynergy Equity's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Cynergy if this Assignment and sale had not been made.

(c) Cynergy Prosperity Plus does hereby sell, transfer, assign, convey and deliver to Cynergy PP, all of Cynergy Prosperity Plus's right, title, and interest in and to the Transferred IP of Cynergy Prosperity Plus, and together with the goodwill of the Business pertaining thereto, the same to be held by Cynergy PP for its own use and enjoyment, and for the use and enjoyment of Cynergy PP's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Cynergy Prosperity Plus if this Assignment and sale had not been made.

2. Notwithstanding the foregoing, all sales, transfers, assignments, conveyances and deliveries pursuant to this Assignment are subject to the terms of the Purchase Agreement, including Section 7.7 thereof.

3. The Assignors agree to assist the Assignee and the applicable Assignee Affiliate, as the case may be, in a commercially reasonable manner, to take all actions and execute all documents necessary or desirable to evidence, record, and perfect the assignment of the Transferred IP as contemplated by this Assignment.

4. The Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, copyrights, patents or other evidence or form of intellectual property protection or applications therefor, to issue the same to the Assignee and the applicable Assignee Affiliate, as the case may be, and their respective successors, assigns and other legal representatives in accordance with the terms of this instrument.

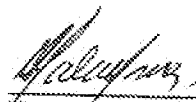
5. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

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IN WITNESS WHEREOF, each of the parties hereto has executed and delivered, or has caused to be executed and delivered by its duly authorized officer, this Assignment as of the day and year first written above.

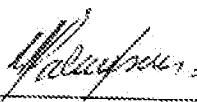
ASSIGNOR:

CYNERGY DATA, LLC

By: 
Name: Marcelo Paladini
Title: Chief Executive Officer

CYNERGY PROSPERITY PLUS, LLC

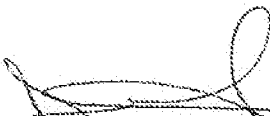
By: Cynergy Data, LLC, its managing member

By: 
Name: Marcelo Paladini
Title: Chief Executive Officer

{Signature Page 1 to Assignments of Intangible Property}


ASSIGNEE:

CYNERGY HOLDINGS, LLC

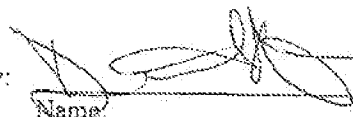
By: 
Name: Daniel Nenadovic
Title: Secretary

ASSIGNEE SUBSIDIARIES:

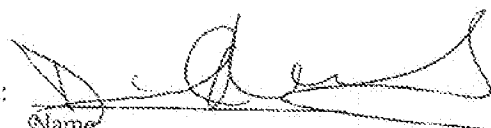
CYNERGY EQUITY HOLDINGS, INC.

By: 
Name:
Title:

CYNERGY PP, LLC

By: 
Name:
Title:

CYNERGY OPERATIONS, LLC

By: 
Name:
Title:

[Signature Page 2 to Assignments of Intangible Property]

Schedule 4.7(a)

Intellectual Property

Marks:

Mark	Reg*, or Filing Date	Reg. or Serial No.	Classes	Owner
CYNERGY DATA	*December 23, 2003	2797089	036	Cynergy Data, LLC
CYNERGY DATA, with design	*March 16, 2004	2832474	036	Cynergy Data, LLC
CYNERGY DATA YOUR LAST ACQUIRER	*June 8, 2004	2850502	036	Cynergy Data, LLC
Design [Teardrops]	*July 12, 2005	2966052	036	Cynergy Data, LLC
VIMAS	*January 10, 2006	3038842	042	Cynergy Data, LLC
CYNERGY PROSPERITY PLUS	*March 10, 2009	3588181	036	Cynergy Prosperity Plus, LLC
LUUCY	*May 26, 2009	3625346	036	Cynergy Data, LLC
LET US CONNECT YOU	*March 10, 2009	3585497	036	Cynergy Data, LLC
LUUCY GATEWAY	*June 2, 2009	3629546	036	Cynergy Data, LLC
CYNERGY HUB	July 11, 2008	77519732	009	Cynergy Data, LLC

IN23442371312668288

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