

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
Firstwave Technologies, Inc.		12/31/2009	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Ivy Purchase, LLC		
Street Address:	7000 Central Parkway		
Internal Address:	Suite 330		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	75504867	FIRSTWAVE TECHNOLOGIES	
Serial Number:	75504866	FIRSTWAVE	
Serial Number:	75504836	FIRSTWAVE	
Serial Number:	74515894	TAKECONTROL	
CORRESPONDENCE DATA			
Fax Number:	(404)879-2932		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4048792432		
Email:	msperry@wcsr.com		
Correspondent Name:	Marcy L. Sperry		
Address Line 1:	P.O. Box 7037		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	63150.0001.5		
NAME OF SUBMITTER:	Marcy L. Sperry		

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TRADEMARK
REEL: 004124 FRAME: 0692

Signature:	/marcy l. sperry/
Date:	01/05/2010
Total Attachments: 4 source=Assignment of Service Marks and Trademarks#page1.tif source=Assignment of Service Marks and Trademarks#page2.tif source=Assignment of Service Marks and Trademarks#page3.tif source=Assignment of Service Marks and Trademarks#page4.tif	

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS (the "Assignment") is made as of the 31st day of December, 2009, by FIRSTWAVE TECHNOLOGIES, INC., a Georgia corporation ("Firstwave"), to IVY PURCHASE, LLC, a Georgia limited liability company ("Newco").

RECITAL

Newco and Firstwave are parties to that certain Asset Transfer Agreement dated as of December 31, 2009 (the "Agreement"), pursuant to which Firstwave has agreed to sell to Newco, and Newco has agreed to buy from Firstwave, the Purchased Assets (as defined in the Agreement), including without limitation the service marks, trademarks and trade names of Firstwave. Pursuant to the Agreement, Firstwave has agreed to execute such instruments as Newco may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Newco and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Newco of, all of such assets.

In accordance therewith, Firstwave desires to transfer and assign to Newco, and Newco desires to accept the transfer and assignment of, all of Firstwave's worldwide right, title and interest in, to and under Firstwave's registered and unregistered domestic and foreign service marks, trademarks, trademark registrations and applications and trade names, including without limitation the service marks, trademarks, servicemark and trademark registration and applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks"), together with any and all goodwill associated with the Marks.

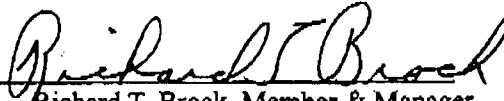
NOW, THEREFORE, Firstwave, for and in exchange for the consideration set forth in the Agreement, the receipt and adequacy of which is hereby acknowledged, does hereby transfer and assign to Newco, and Newco hereby accepts the transfer and assignment of, all of Firstwave's worldwide right, title and interest in, to and under the Marks, together with the goodwill associated with the Marks and the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Newco, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Firstwave had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Assignment as of the date first above written.

NEWCO:

Ivy Purchase, LLC

By: 
Richard T. Brock, Member & Manager

FIRSTWAVE:

Firstwave Technologies, Inc.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Assignment as of the date first above written.

NEWCO:

Ivy Purchase, LLC

By: _____
Richard T. Brock, Member & Manager

FIRSTWAVE:

Firstwave Technologies, Inc.

By: Roger A. Babb
Name: Roger A. Babb
Title: Lead Director

SCHEDULE A

Registered Service Marks and Trademarks:

Service Mark or Trademark	U.S. Registration No.	Registration Date
FIRSTWAVE TECHNOLOGIES	75504867	
FIRSTWAVE	75504866	
FIRSTWAVE	75504836	
TAKECONTROL	74515894	

Unregistered Service Marks and Trademarks:

Pending Service Marks and Trademark Applications:

Service Mark or Trademark	Application Number	Application Date
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Trade Names:

Firstwave Technologies, Inc.