

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Assignment Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prism Retail Services		02/03/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	HGDS Acquisition LLC D/B/A Footprint Retail Services		
Street Address:	2200 Western Court		
Internal Address:	Suite 150		
City:	Lisle		
State/Country:	ILLINOIS		
Postal Code:	60532		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3212025	PRISM	
CORRESPONDENCE DATA			
Fax Number:	(312)827-8185		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	321-807-4272		
Email:	chicago.trademarks@klgates.com, valerie.swanson@klgates.com		
Correspondent Name:	Carol A. Genis c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	3716342-0001		
NAME OF SUBMITTER:	Carol A. Genis		
Signature:	/carol a genis/		

CH \$40.00 3212025

Date:

02/22/2010

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment Agreement") is made as of February 3rd, 2010 (the "Effective Date"), from PRISM RETAIL SERVICES, an Illinois corporation (the "Assignor"), to HGDS ACQUISITION LLC D/B/A FOOTPRINT RETAIL SERVICES, a Delaware limited liability company (the "Assignee"). Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party".

RECITALS

A. Pursuant to an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), by and between the Assignor, Assignee and the Robert Shallenberg 2003 Children's Trust Dated November 12, 2003, the Assignee has agreed to purchase certain assets of the Assignor, including the Assigned Trademarks (herein referred to as the "Assigned Trademarks" and further defined below) listed on the attached Appendix A.

A. Assignor is the owner of the Assigned Trademarks.

B. Assignor desires by execution of this Assignment Agreement to grant an assignment of all of its rights, title, and interest in and to the Assigned Trademarks to Assignee, and Assignee desires by execution of this Assignment Agreement to accept such assignment.

AGREEMENT

NOW, THEREFORE, for valuable consideration, including that recited in the Asset Purchase Agreement between the Assignor and Assignee, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns the Assigned Trademarks as follows:

1. Definitions of Assigned Trademarks. The term "Assigned Trademarks" shall mean those trademark registrations and unregistered common law marks listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Assigned Trademarks. The assignment of the Assigned Trademarks granted by Assignor to Assignee in this Assignment Agreement is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

3. Representations and Warranties. Assignor expressly represents and warrants that: (a) no third party other than Assignee has any right, title, or interest in the Assigned Trademarks; (b) Assignor has taken no actions which adversely affect Assignee's rights under this Assignment Agreement; (c) Assignor has not executed any assignments, sales, agreements, liens, mortgages or encumbrances that effect the Assigned Trademarks; and (d) Assignor has the right to execute and enter into this Assignment Agreement, to perform its obligations hereunder,

and to assign the Assigned Trademarks and all other rights transferred hereunder. Assignee represents and warrants that it has the power to enter into this Assignment Agreement and perform the obligations assumed hereunder.

4. Further Assurances. Upon request by Assignee, 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 Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Assignment Agreement.

5. General Provisions.

(a) Severability. It is expressly agreed that if any term or provision of this Assignment Agreement is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment Agreement or affecting the validity or enforceability of any of the terms or provisions of this Assignment Agreement in any other jurisdiction.

(b) No Waiver. Failure of any Party at any time to require performance of any provision of this Assignment Agreement shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Assignment Agreement shall not constitute a modification of this Assignment Agreement or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

(c) Relationship of the Parties. The relationship established between the Parties by this Assignment Agreement shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

(d) Counterparts; Facsimile Signatures. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment Agreement may be signed by facsimile or portable document format ("pdf"), and such signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment Agreement as soon as possible thereafter.

(e) Captions. The captions in this Assignment Agreement are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment Agreement.


(f) Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment Agreement are true and correct and are hereby incorporated herein by this reference.

[Signature page to follow.]

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed as of the date first written above.

ASSIGNOR:

PRISM COMPANIES, INC. D/B/A PRISM
RETAIL SERVICES

By: 
Print Name: ROBERT SHALENBERG
Title: CEO

ASSIGNEE:

HGDS ACQUISITION LLC D/B/A FOOTPRINT
RETAIL SERVICES

By: _____
Print Name: _____
Title: _____

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed as of the date first written above.

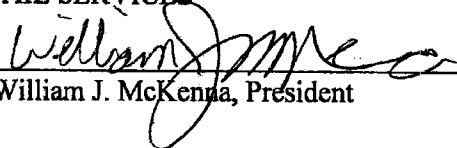
ASSIGNOR:

PRISM COMPANIES, INC. D/B/A PRISM
RETAIL SERVICES

By: _____
Print Name: _____
Title: _____

ASSIGNEE:

HGDS ACQUISITION LLC D/B/A FOOTPRINT
RETAIL SERVICES

By:  _____
William J. McKenna, President

APPENDIX A

Assigned Trademark Registration

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PRISM	U.S.	3212025	February 27, 2007
PRISM RETAIL SERVICES	Japan	4977454	August 11, 2006

Assigned Unregistered Common Law Trademarks

<u>Mark</u>
PRISMFIXTURING
PRISMPower
PRISMSMARTSTOK
PRISMHourTime
PRISMPowerTRAX
PRISM POWER COLLECTOR
PRISMPoint
EXCELLENCE@RETAIL
PRISMQUIKSTOK
THE POWER OF PERFORMANCE