

**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>
CAM Commerce Solutions, Inc.		03/31/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New CAM Commerce Solutions, LLC		
<b>Street Address:</b>	1500 Cardinal Drive		
<b>City:</b>	Little Falls		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07424		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2653640	CAM COMMERCE SOLUTIONS	
Registration Number:	2452412	RETAIL STAR	
Registration Number:	2449827	RETAIL ICE	
Registration Number:	1822099	MICROBIZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)523-2557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3129774400		
<b>Email:</b>	ipdocket@uhlaw.com, bsugar@uhlaw.com, edavis@uhlaw.com, mblack@uhlaw.com		
<b>Correspondent Name:</b>	Bryan P. Sugar c/o Ungaretti & Harris LL		
<b>Address Line 1:</b>	70 West Madison Street		
<b>Address Line 2:</b>	Suite 3500, Attn: IP TM Docket		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602-4224		
<b>ATTORNEY DOCKET NUMBER:</b>	1003551-0002		

**CH \$115.00 2653640**

**900158715**

**TRADEMARK  
 REEL: 004179 FRAME: 0081**

NAME OF SUBMITTER:	Bryan P. Sugar
Signature:	/Bryan P. Sugar/
Date:	04/02/2010
Total Attachments: 4 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif	

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (“Assignment”) is made and entered into as of March 31, 2010 (“Effective Date”) by and between CAM Commerce Solutions, Inc., a Delaware corporation, with its principal office at 17075 Newhope Street, Suite A, Fountain Valley, California 92708 (“Assignor”), and New CAM Commerce Solutions, LLC, a Delaware limited liability company, with its principal office at 1500 Cardinal Drive, Little Falls, New Jersey 07424 (“Assignee”).

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated March 31, 2010, by and between Assignee and Assignor (the “Agreement”);

**WHEREAS**, except as set forth on Schedule A, Assignor has adopted, used, and is using in commerce the registered trademarks set forth on Schedule A (the “Marks”) in the United States and/or elsewhere; and

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its successors, assigns, and legal representatives, all of its worldwide right, title, and interest in and to (i) the Marks, (ii) the registrations of the Marks shown in Schedule A, (iii) all income, royalties, and payments, in each case accruing after the Effective Date and now or hereafter due or payable with respect to the Marks, (iv) all rights of action arising from the Marks, including all claims for damages by reason of past, present, and future infringement of the Marks and the right to sue and collect damages for such infringement, and (v) the goodwill of the business associated with the Marks, to be held and enjoyed by Assignee for its own use and benefit and for its successors, assigns, and legal representatives as the same would have been held by Assignor had this Assignment not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

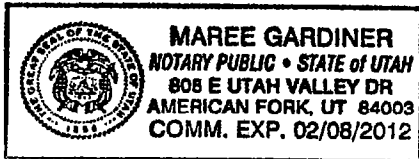
CAM Commerce Solutions, Inc.

*Roy Banks*  
Name: Roy Banks  
Title: CEO

STATE OF Utah :  
COUNTY OF Utah : SS

Subscribed and sworn to before me on  
this 25 day of March, 2010

*Maree Gardiner*  
Notary Public



Accepted by:

New CAM Commerce Solutions, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**CAM Commerce Solutions, Inc.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ :

: SS

COUNTY OF \_\_\_\_\_ :


Subscribed and sworn to before me on

this \_\_\_\_\_ day of March, 2010

\_\_\_\_\_  
Notary Public

Accepted by:

**New CAM Commerce Solutions, LLC**

  
Name: DOUGLAS M. ROBERTS  
Title: CEO & CO-PRESIDENT

*[Signature Page to Trademark Assignment]*

## SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Mark
2,653,640	CAM COMMERCE SOLUTIONS <sup>1</sup>
2,452,412	RETAIL STAR
2,449,827	RETAIL ICE
1,822,099	MICROBIZ <sup>2</sup>

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<sup>1</sup> Assignee acknowledges that, on or prior to the closing date, Assignor has filed a Section 7 amendment to this trademark to remove "and for use in processing credit card transactions" from the goods and services description for this registered trademark, as those goods and services are not a part of the business being purchased by Assignee.

<sup>2</sup> Assignor does not use the MICROBIZ trademark in connection with the goods and services described on this registration. Also, there is no record of a 2004 renewal being filed before the end of the grace period for this registration although it shows as "Registered" on the PTO TARR database. Therefore, no representations are made with respect to this trademark registration.