

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
Viscarn, Inc.		02/04/2009	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Pursuant Acquirer One, LLC		
Street Address:	2600 Technology Drive		
Internal Address:	Suite 700		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75074		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2860933	V	
Registration Number:	2924024	VISCERN	
CORRESPONDENCE DATA			
Fax Number:	(214)969-1751		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-969-1700		
Email:	deborah.lively@tklaw.com		
Correspondent Name:	Deborah L. Lively, Thompson & Knight		
Address Line 1:	1722 Routh Street		
Address Line 2:	Suite 1500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	009259.000001		
NAME OF SUBMITTER:	Deborah L. Lively		

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**TRADEMARK
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Signature:	/deborah l. lively/
Date:	04/29/2010
Total Attachments: 4 source=TM assignment#page1.tif source=TM assignment#page2.tif source=TM assignment#page3.tif source=TM assignment#page4.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Agreement") is made as of the 6th day of February, 2009 (the "Effective Date"), by and between Viscern Holding Corporation, a Delaware corporation, Viscern, Inc., a Texas corporation, RSI Financial Services, Inc., a Texas corporation, Resource Services, Inc., a Texas corporation, and Ketchum, Incorporated, a Texas corporation (collectively, "Assignors"), and Pursuant Acquirer One, LLC, a Texas limited liability company ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement by and among Assignors, Assignee, and Pursuant Acquirer Two, LLC, a Texas limited liability company, dated February 6, 2009 (the "Purchase Agreement"), certain assets of Assignors are being sold to and purchased by Assignee;

WHEREAS, pursuant to the Purchase Agreement, Assignee is desirous of acquiring the trademarks that are included in the Acquired Assets (as defined in the Purchase Agreement), including, without limitation all trademarks listed on Schedule A attached hereto (collectively, the "Marks"), together with the goodwill of the business symbolized by the Marks, and all registrations thereof; and

WHEREAS, in connection with the sale of Assignors' assets to, and purchase by, Assignee, Assignors intend to assign the Marks to Assignee.

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby assign, convey and transfer to Assignee all of Assignors' rights, title and interests in and to the Marks (including all common law rights in, applications for and registrations of such Marks), together with all of the goodwill of the business symbolized by the Marks, and all registrations or applications thereof throughout the world, including, without limitation, the United States Trademark Registrations identified in the attached Schedule A.

Assignors agree to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may require in order to vest all Assignors' rights, title, and interests in and to the Marks in Assignee, including submitting the necessary forms to the United States Patent and Trademark Office and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignors.

In the event that any provision of this Assignment of Trademarks shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

[Signature Page Follows]

EXECUTED as of the 4th day of February, 2009.

VISCERN HOLDING CORPORATION,
a Delaware corporation

By: [Signature]
Printed Name: Thomas Drechsler
Title: VP & Secretary

VISCERN, INC.
a Texas corporation

By: _____
Printed Name: _____
Title: _____

RESOURCE SERVICES, INC.
a Texas corporation

By: _____
Printed Name: _____
Title: _____

RSI FINANCIAL SERVICES, INC.
a Texas corporation

By: _____
Printed Name: _____
Title: _____

KETCHUM, INCORPORATED
a Texas corporation


By: _____
Printed Name: _____
Title: _____

EXECUTED as of the 4th day of February, 2009.


VISCERN HOLDING CORPORATION,
a Delaware corporation

By: _____
Printed Name: _____
Title: _____

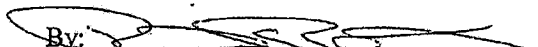
VISCERN, INC.
a Texas corporation

By: 
Printed Name: Richard Blackman
Title: President


RESOURCE SERVICES, INC.
a Texas corporation

By: 
Printed Name: Richard Blackman
Title: President

RSI FINANCIAL SERVICES, INC.
a Texas corporation

By: 
Printed Name: Richard Blackman
Title: President

KETCHUM, INCORPORATED
a Texas corporation

By: 
Printed Name: Richard Blackman
Title: President

ASSIGNMENT OF TRADEMARKS – Signature Page
Assignment of Trademarks (EXECUTION COPY)

SCHEDULE A

OWNER	FEDERAL/STATE	MARK	REGISTRATION NO.
Viscarn, Inc.	U.S.	VISCERN	2,924,024
Viscarn, Inc.	U.S.	V & design	2,860,933
Resource Services, Inc.	U.S.	DISCOVER THE JOY	1,757,760
Resource Services, Inc.	U.S.	DISCOVER THE JOY	1,757,737
Resource Services, Inc.	U.S.	IN THE LIGHT OF GRACE	2,162,500