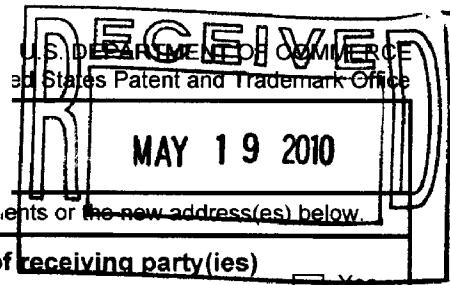


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REC
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To the Director of the U. S. Patent and Trademark Office, Attention: _____ or the new address(es) below.

1. Name of conveying party(ies):

ClearPoint Business Resources, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 26, 2010

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MDT Tek, LLC
 Internal Address: _____
 Address: _____
 Street Address: 85 Old Dublin Pike
 City: Doylestown
 State: Pennsylvania
 Country: USA Zip: 18901

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Limited Liability Co Citizenship Pennsylvania

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
77/976,685; 77/976,684; 77/355,422; 77/355421; 77/355,351; 77/355,346

B. Trademark Registration No.(s)
3,677,794; 3,677,793; 3,540,725

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael D. Traina
 Internal Address: MDT Tek, LLC
 Street Address: 85 Old Dublin Pike
 City: Doylestown
 State: Pennsylvania Zip: 18901
 Phone Number: 215-997-7710 x. 102
 Fax Number: 215-997-7711
 Email Address: mtraina@labornetwork.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$360.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Refund Ref: 05/19/2010 MJAMA1 0000170950

Deposit Account Number _____
CHECK Refund Total: \$120.00
Authorized User Name _____

9. Signature:

Michael D. Traina, CEO
Name of Person Signing

May 11, 2010

Date 05/19/2010 MJAMA1 00000010 77976685

Total number of pages including cover 40.00
and attachments, and document: 200.00

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Guidelines for Completing Trademarks Cover Sheets (PTO-1594)

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is more than one conveying party, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the second and any subsequent conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information in Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page.

Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. If the receiving party is an individual, check the "other" box, place the word "individual" in the following line, and enter the citizenship of the receiving individual. If the receiving party is a legal entity, designate the legal entity of the receiving party by checking the appropriate box. If the receiving party has more than one citizenship, then the citizenship of **each** partner should be specified on an additional sheet, and "See additional sheet" should be written on the line for citizenship. A corporation must set forth the state, if applicable, or country of incorporation. An association must set forth the state, if applicable, or country under which they are organized. If the receiving party is not domiciled in the United States, a designation of domestic representative is encouraged. Place a check mark in the appropriate box to indicate whether or not a designation of domestic representative is attached. Enter a check mark in the "No" box if no information is contained on an attached page.

Item 3. Nature of Conveyance/Execution Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, to minimize confusion over dates. In addition, place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance. The "Other" box should be checked if the conveying/receiving party is correcting a previously filed document.

Item 4. Application Number(s) or Registration Number(s).

Indicate the application number(s) including series code and serial number, and/or registration number(s) against which the document is to be recorded. The identification of the trademark should be provided for all properties to avoid recordation against the wrong property. A filing date should be provided only when the application or registration number is unknown. Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4.

Item 5. Name and Address of Party to whom correspondence concerning document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Trademarks Involved.

Enter the total number of applications and trademarks identified for recordation. Be sure to include all applications and registrations identified on the cover sheet and on additional pages.

Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and registration against which the document is recorded.

Item 8. Payment Information.

Enter the deposit account number and authorized user name to authorize charges.

Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, Crystal Gateway 4, Room 310, 1213 Jefferson Davis Highway, Arlington, VA 22202. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.

TRADEMARK

REEL: 004209 FRAME: 0645

TRADEMARK ASSIGNMENT

CLEARPOINT BUSINESS RESOURCES, INC., a corporation incorporated under the laws of the State of Delaware, having its principal place of business at 1600 Manor Drive, Suite 110, Chalfont, PA 18914 (hereafter "Assignor"), is the owner of the service marks, trademarks, and trade names listed on Schedule A attached hereto, together with all registrations and/or applications therefor and any renewals thereof (the "Trademarks").

WHEREAS, MDT TEK, LLC, a limited liability company organized under the laws of the Commonwealth of Pennsylvania, having its principal place of business at 85 Old Dublin Pike, Doylestown, PA 18901 (hereafter "Assignee"), pursuant to the Asset Purchase Agreement, dated as of April 26, 2010 (the "Agreement"), by and among Assignor, Assignee and ClearPoint Resources, Inc., a Delaware corporation, desires to acquire the entire right, title and interest in and to the Trademarks.

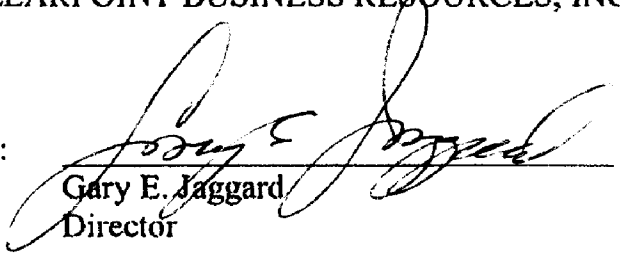
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to the Agreement, Assignor hereby irrevocably conveys, sells, assigns and transfers to Assignee, its successors and assigns, all worldwide right, title and interest, legal and equitable, in and to the Trademarks, together with all of the goodwill of the business symbolized by said Trademarks, including the goodwill of that portion of Assignor's business in connection with which it has a bona fide intent to use those Trademarks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority. The assignment of the Trademarks granted herein includes all rights of action accrued, accruing and to accrue under and by virtue of the Trademarks, including all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith. Assignor shall execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer, provided that Assignee shall be solely responsible for filing and recording such documents.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, ClearPoint Business Resources, Inc., by its duly authorized director or officer, does hereby set its hand and seal as of this 26th day of April, 2010.

CLEARPOINT BUSINESS RESOURCES, INC.

By:

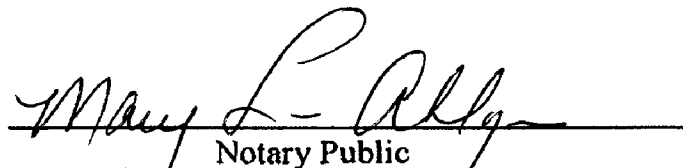


Gary E. Jaggard
Director

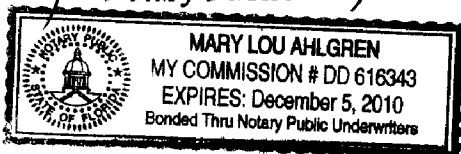
STATE OF FLORIDA

COUNTY

The foregoing instrument was acknowledged before me
this 27th day of April, 2010, by



Notary Public



SCHEDULE A

Trademarks

CLEARPOINT ILABOR	U.S. Registration No. 3,677,794 (Registration Date – 9/1/09)
CLEARPOINT ILABOR	U.S. Registration No. 3,677,793 (Registration Date – 9/1/09)
STAFFPILLAR	U.S. Registration No. 3,540,725 (Registration Date – 12/2/08)

Trademark Applications

CLEARPOINT ILABOR	U.S. Application Serial No. 77/976,685 (Filing Date – 12/10/08)
CLEARPOINT ILABOR	U.S. Application Serial No. 77/976,684 (Filing Date – 12/10/08)
ILABOR	U.S. Application Serial No. 77/355,422 (Filing Date – 12/19/07)
ILABOR NETWORK	U.S. Application Serial No. 77/355,421 (Filing Date – 12/19/07)
ILABOR NETWORK	U.S. Application Serial No. 77/355,351 (Filing Date – 12/19/07)
ILABOR	U.S. Application Serial No. 77/355,346 (Filing Date – 12/19/07)