2575095

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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
NETWORK SERVICES PLUS, INC.		06/08/2010	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	SARCOM, INC.
Street Address:	2555 WEST 190TH STREET
Internal Address:	SUITE 201
City:	TORRANCE
State/Country:	CALIFORNIA
Postal Code:	90504
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2575095	
Registration Number:	2596724	NSPI

CORRESPONDENCE DATA

Fax Number: (213)546-1100

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: LAX.TM@ALSTON.COM

Correspondent Name: DIANA CHEN

Address Line 1: 333 SOUTH HOPE STREET

Address Line 2: 16TH FLOOR

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	056543-384485	
NAME OF SUBMITTER:	Diana Chen	
Signature:	/dc/ TRADEMARK	

900165702 REEL: 004233 FRAME: 0116

Date:	06/28/2010
Total Attachments: 9 source=IP Assignment#page1.tif source=IP Assignment#page2.tif source=IP Assignment#page3.tif source=IP Assignment#page4.tif source=IP Assignment#page5.tif source=IP Assignment#page6.tif source=IP Assignment#page7.tif source=IP Assignment#page8.tif source=IP Assignment#page8.tif	

THIS INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the ("<u>Assignment</u>") is entered into this 8th day of June, by and between Network Services Plus, Inc., a Georgia corporation ("<u>Assignor</u>") and Sarcom, Inc., a Delaware corporation, ("<u>Assignee</u>").

RECITALS

WHEREAS, Assignor controls and owns certain intellectual property and other proprietary rights relating to the business of selling information technology products, services and solutions, including without limitation, network operation center, hosting and co-location services, (the "Business") and desires to assign all right, title and interest in and to such intellectual property and other proprietary rights to Assignee;

Now, Therefore, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- Assigner does hereby sell, assign, transfer, convey, contribute, and deliver to Assignee and its successors, assigns, designees and legal representatives, and Assignee does hereby accept from Assignor, all right, title and interest in and to any and all of the following set forth in Paragraphs 1(a), (b), (c), (d) and (e) below, free and clear of all security interests, liens, collateral assignments or other encumbrances, all rights of priority therein in any country as may now or hereafter be granted to Assignor by law, treaty or other international convention, all income, royalties and payments due or payable with respect to all of the following set forth in Paragraphs 1(a), (b), (c), (d) and (e) below as well as all rights to sue and recover damages or obtain relief for past, present and future infringements of any and all of the following set forth in Paragraphs 1(a), (b), (c) and (d) below and all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter, the same to be used and enjoyed by Assignee and for the use and enjoyment of its successors, assigns, designees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made:
- (a) (i) all inventions, whether or not patentable, and all domestic and foreign patents (including certificates of invention and other patent equivalents), patent applications and patents issuing therefrom relating to the Business as well as all divisionals, continuations, continuations-in-part, reissues, extensions, revivals and renewals of any patent or patent application and/or directed to the Business or any portion thereof and/or designed and/or developed by or on behalf of Assignor for or at the request of Assignee, or otherwise used in or related to the Business as previously conducted, currently conducted or currently proposed to be conducted, including, but not limited to, all of those issued patents and pending patent applications as well as expired patents and abandoned patent applications identified in Schedule A attached hereto, free and clear of any and all debts, liens, claims by or obligations to any person or entity (collectively, the "Patent Rights"); (ii) the inventions claimed by Assignor or disclosed in the Patent Rights; and (iii) all foreign counterparts to the Patent Rights (whether patents or patent applications) (all of the foregoing collectively the "Assigned Patent Rights");

- (b) all trademarks, service marks, trade dress, trade names, corporate names and Internet domain names designed and/or developed by or on behalf of Assignor for or at the request of Assignee, or otherwise used in or related to the Business as previously conducted, currently conducted or currently proposed to be conducted, and all registrations and applications to register any of the foregoing and all common-law rights relating to any of the foregoing, including but not limited to all of those trademarks and services identified in Schedule B attached hereto and all registrations and applications identified in Schedule A attached hereto, free and clear of any and all debts, liens, claims by or other obligations to any person or entity, and all goodwill associated with any of the foregoing, and the right to obtain trademark and service mark registrations in the United States of America or foreign countries relating to any of the foregoing (all of the foregoing collectively the "Assigned Trademark Rights");
- (c) any and all works of authorship in all media now known or later developed, designed and/or developed by or on behalf of Assignor for or at the request of Assignee, or otherwise used in or related to the Business as previously conducted, currently conducted or currently proposed to be conducted, and all copyright rights therein, including but not limited to all works of authorship, content and other elements of any websites located at any of the addresses accessible via any of the domain names identified in Schedule C attached hereto (all of the foregoing collectively the "Assigned Copyright Works"), and the right to secure statutory copyrights and renewals, reissues and extensions of such copyrights; to prepare derivative works or adaptations therefrom; to reproduce the Assigned Copyright Works; to distribute copies of the Assigned Copyright Works; to perform the Assigned Copyright Works, including, without limitation, digital transmissions of the Assigned Copyright Works; and to display the Assigned Copyright Works;
- (d) any and all trade secrets, "know how," data and confidential information, and any and all other intellectual property rights and proprietary rights not encompassed in the Assigned Patent Rights, Assigned Trademark Rights, and Assigned Copyright Works, designed and/or developed by or on behalf of Assignor for or at the request of Assignee, or otherwise used in or related to the Business as previously conducted, currently conducted or currently proposed to be conducted (all of the foregoing collectively "Assigned Know How Rights"); and
- (e) all rights, interests, claims, demands and relief recoverable in law or equity, that Assignor had, has or may have for past, present and future infringements of the Assigned Patent Rights, Assigned Trademark Rights, Assigned Copyright Works, and/or Assigned Know How Rights, including, without limitation, the right to compromise, sue for and collect such profits and damages.
- 2. Assignor hereby acknowledges and agrees that Assignee, as owner of the Assigned Patent Rights, Assigned Trademark Rights, Assigned Copyright Works, and Assigned Know How Rights, may use the Assigned Patent Rights, Assigned Trademark Rights, Assigned Copyright Works, and Assigned Know How Rights for any lawful purpose without restriction, and Assignor waives any and all moral rights Assignor may have to the Assigned Copyright Works in the United States of America and all other countries, including, without limitation, any rights Assignor may have under 17 U.S.C. § 106A, including, without limitation, any and all

rights of identification of authorship, any and all rights of approval, restriction or limitation on use or subsequent modifications.

3. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to patent, trademark and copyright issues and in all other respects including as to validity, interpretation and effect by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

[Signatures appear on following page.]

IN WITNESS WHEREOF, this Intellectual Property Assignment is executed as of the day and year first written above.

ASSIGNOR

NETWORK SERVICES PLUS, INC.

Name: 720 2007

Title: CSC)

ASSIGNEE

SARCOM, INC.

By: Gles Asy Name: Susan Ensofy Title: Coloreur

[SIGNATURES MUST BE NOTARIZED]

(Signature page to Il Assignment)

IN WITNESS WHEREOF, this Intellectual Property Assignment is executed as of the day and year first written above.

ASSIGNOR

NETWORK SERVICES PLUS, INC.

ASSIGNEE

SARCOM, INC.

By: White Cinichus
Title: Curinaria

[SIGNATURES MUST BE NOTARIZED]

(Signature page to IP Assignment)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	ļ
County of Wange	
On June 10, 2010 before me, CHAY	les Wes Howey The Notary Public,
County of	Name(s) of Signer(s)
CHARLES WES HOWREY III COMM 1698908 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY My Term Exp. November 6, 2010	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
Place Notary Seal Above	Signature of Notary Public
Though the information below is not required by law, it	may prove valuable to persons relying on the document attachment of this form to another document.
Description of Attached Document	audonnone of the form to another decument.
Title or Type of Document: THIS IN Fellecture	1 Property Assignment
Title or Type of Document: THIS IN fellection, Document Date: Tunc 8, 2010	Number of Pages:
Signer(s) Other Than Named Above:	Number of Fages.
Signer(s) Other Than Named Above.	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Other:	Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:
Signer Is Representing:	Signer Is Representing:

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SCHEDULE A

PATENTS AND PATENT APPLICATIONS

NONE.

SCHEDULE B

TRADEMARKS AND DOMAIN NAMES

<u>Trademarks</u>

MARK REGISTRATION NO.

REGISTRATION DATE

2,575,095

June 4, 2002

NSPI

2,596,724

July 23, 2002

DOMAIN NAMES

URL

EXPIRATION DATE

www.nspi.com

April 4, 2018

SCHEDULE C

COPYRIGHTS

NONE.

TRADEMARK REEL: 004233 FRAME: 0126

RECORDED: 06/28/2010