

8/9/10

08-09-2010

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 0)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103603795

To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):

Anjon Systems, Inc

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 3-26-2010

- 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: Next IT Solutions, LLC
 Internal Address: 218 W Washington Ave
 Street Address: 218 W Washington Ave 830
 City: South Bend
 State: IN
 Country: U.S. Zip: 466601

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

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)

AUG 9 2010

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2827778

Additional sheet(s) attached? Yes No

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

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

Name: Mark Hain
 Internal Address: 5500 Interstate N
PKwy. Ste 600
 Street Address: 5500 Interstate N.
PKwy. Ste 600
 City: Atlanta
 State: GA Zip: 30328
 Phone Number: (770) 952-0200
 Fax Number: (678) 569-1855
 Email Address: MHain@AAINSEC.com

6. Total number of applications and registrations involved:

1

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

\$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____
 Authorized User Name _____

9. Signature:

Mark Hain
 Signature
Mark Hain, EVP SEC
 Name of Person Signing

8/4/10
Date

Total number of pages including cover sheet, attachments, and document:

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

ASSIGNMENT OF TRADEMARK(S)

THIS ASSIGNMENT OF TRADEMARK(S) (this "Assignment"), dated effective as of March 26, 2010 is from Nextt Solutions, LLC, having a place of business at 218 West Washington Avenue, Suite 830, South Bend, IN 46601 ("Assignor") to Trustway T.E.A.M., Inc., having a place of business at 5500 Interstate North Parkway, Suite 600, Atlanta, GA 30328 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) the trademark registration(s) in the United States for the mark(s) in the attached Schedule A, (ii) any and all trademark, service mark and intellectual property rights, including rights of priority, in said mark(s), ((i) and (ii) collectively the "Trademark(s)") and (iii) any and all goodwill of the business associated with the Trademark(s);

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademark and goodwill to Assignee;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest in and to (i) the Trademark(s), and (ii) the goodwill of the business symbolized by the registered Trademark(s), and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of any of the rights granted by this Assignment, including all claims for injunctive or declaratory relief, restitution, damages (including any statutory, enhanced or punitive damages), profits, costs (including attorneys' fees) and for other monetary award, with the right to sue for and collect the same in any court of competent jurisdiction, for Assignee's sole benefit.
2. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the owner of the Trademark(s), the Trademark registration(s) and application(s) thereof, and all other rights hereby conveyed.
3. The expression "the Assignor" and "the Assignee" shall where the context so admits include their respective legal successors, representative, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers, all as of the day and year first written above.

ASSIGNOR:

Nextt Solutions, LLC

By: _____

Its: _____

[Handwritten Signature]
President

ASSIGNEE:

Trustway T.E.A.M., Inc.

By: _____

Its: _____

[Handwritten Signature]
SVP

TRADEMARK

REEL: 004257 FRAME: 0426

EXHIBIT A
TRADEMARK(S)

<u>Mark</u>	<u>Reg. No.</u>	<u>Issued</u>
NEXTT	2,827,778	March 30, 2004

WCSR 4334224v1



**NOTICE OF ACCEPTANCE AND
ACKNOWLEDGEMENT OF §§8 & 15
DECLARATION**

MAILING DATE: Mar 26, 2010

The combined declaration of use and incontestability filed in connection with the registration identified below meets the requirements of Sections 8 and 15 of the Trademark Act, 15 U.S.C. §1058 and 1065. The combined declaration is accepted and acknowledged. The registration remains in force.

For further information about this notice, visit our website at: <http://www.uspto.gov>. To review information regarding the referenced registration, go to <http://tarr.uspto.gov/>.

REG NUMBER: 2827778
MARK: NEXTT
OWNER: Anjon Systems, Inc.

ASSIGNMENT OF TRADEMARK(S)

THIS ASSIGNMENT OF TRADEMARK(S) (this "Assignment"), dated effective as of March _____, 2010 is from Anjon Systems, Inc., having a place of business at 218 West Washington Avenue, Suite 830, South Bend, IN 46601 ("Assignor") to Nextt Solutions, LLC, having a place of business at 218 West Washington Avenue, Suite 830, South Bend, IN 46601 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) the trademark registration(s) in the United States for the mark(s) in the attached Schedule A, (ii) any and all trademark, service mark and intellectual property rights, including rights of priority, in said mark(s), ((i) and (ii) collectively the "Trademark(s)") and (iii) any and all goodwill of the business associated with the Trademark(s);

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademark and goodwill to Assignee;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest in and to (i) the Trademark(s), and (ii) the goodwill of the business symbolized by the registered Trademark(s), and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of any of the rights granted by this Assignment, including all claims for injunctive or declaratory relief, restitution, damages (including any statutory, enhanced or punitive damages), profits, costs (including attorneys' fees) and for other monetary award, with the right to sue for and collect the same in any court of competent jurisdiction, for Assignee's sole benefit.

2. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the owner of the Trademark(s), the Trademark registration(s) and application(s) thereof, and all other rights hereby conveyed.

3. The expression "the Assignor" and "the Assignee" shall where the context so admits include their respective legal successors, representative, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers, all as of the day and year first written above.

ASSIGNOR:

Anjon Systems, Inc.

By: William D. Fugle

Its: PRESIDENT

ASSIGNEE:

Nextt Solutions, LLC

By: [Signature]

Its: President

EXHIBIT A
TRADEMARK(S)

<u>Mark</u>	<u>Reg. No.</u>	<u>Issued</u>
NEXTT	2,827,778	March 30, 2004

WCSR 4334224v1