

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
ABCO Payroll Services, Inc.		05/31/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Infinisource, Inc.		
Street Address:	15 East Washington Street		
City:	Coldwater		
State/Country:	MICHIGAN		
Postal Code:	49036		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3088697	ABCO PAYROLL SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(517)482-0887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	517-377-0852		
Email:	mmoynes@fraserlawfirm.com		
Correspondent Name:	Fraser Trebilcock Davis & Dunlap, P.C.		
Address Line 1:	124 West Allegan Street		
Address Line 2:	Suite 1000		
Address Line 4:	Lansing, MICHIGAN 48933		
ATTORNEY DOCKET NUMBER:	INFINISOURCE 4.3-17		
NAME OF SUBMITTER:	Mary M. Moyne		
Signature:	/Mary M. Moyne/		
Date:	08/10/2010		

CH \$40.00 3088697

Total Attachments: 4
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EXHIBIT E.2

ASSIGNMENT OF TRADEMARKS

This Trademark Agreement is by and between INFINISOURCE, INC., a Michigan corporation (hereinafter Buyer), and ABCO PAYROLL SERVICES, INC., a Florida corporation (hereinafter Seller).

WHEREAS, contemporaneous with the execution of this Assignment of Trademarks, Seller and Buyer are executing an Asset Purchase Agreement to which this Assignment is referenced and attached;

WHEREAS, Seller is the owner of all right, title and interest in and to the trademarks, service marks, logos, and trade names set forth on Appendix E.2.A (collectively, the Trademarks), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Buyer desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Seller hereby sells, assigns, transfers and conveys to Buyer the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Buyer as fully and entirely as said interest could have been held and enjoyed by Seller had this sale, assignment, transfer and conveyance not been made.

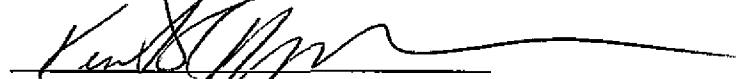
Seller authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the Trademarks set forth on Appendix E.2.A to Buyer as assignee of Seller's entire right, title and interest therein. Seller agrees to further execute any documents reasonably necessary to effectuate this assignment or to confirm Buyer's ownership of the Trademarks. Seller agrees to fully cooperate and assist Buyer in obtaining trademark registrations on the Trademarks including providing the necessary documents to show dates of first use of the Trademarks when requested by Buyer.

This Assignment of Trademarks may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademarks as of the last date written below.

AGREED:

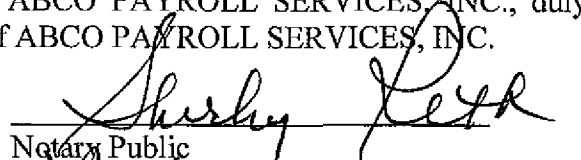
ABCO PAYROLL SERVICES, INC.



KENNETH R. REYNOLDS
President

STATE OF Florida :
COUNTY OF Pinellas :

On this 31st day of May, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kenneth R. Reynolds, known by me to be the person of the above name and an officer of ABCO PAYROLL SERVICES, INC., duly authorized to execute this Assignment on behalf of ABCO PAYROLL SERVICES, INC.



Notary Public
Pinellas County
State of Florida
My Commission Expires: _____



INFINISOURCE, INC.

Gary Hart Haberl
Gary Hart Haberl
President/CEO

STATE OF Michigan :
COUNTY OF Branch :

On this 3rd day of ~~May~~ June, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared Gary Hart Haberl, known by me to be the person of the above name and an officer of INFINISOURCE, INC., duly authorized to execute this Assignment on behalf of INFINISOURCE, INC.

Susan L White
Notary Public Susan L White
Branch County
State of Michigan
My Commission Expires: 9-11-12

Susan L. White
Notary Public
Acting in the County of Branch
My commission expires 09/11/2012



APPENDIX E.2.A

ABCO PAYROLL SERVICES (Registration Number 3088697, U.S. Patent and Trademark Office)

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