

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
OmniRIM Solutions Inc.		11/03/2010	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	OmniRim Systems Inc.
Street Address:	39 Plymouth Street
City:	Fairfield
State/Country:	NEW JERSEY
Postal Code:	07004
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2396410	OMNIRIM

CORRESPONDENCE DATA

Fax Number: (856)779-8716
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 856-779-8700
 Email: tsuhaj@beckermeisel.com
 Correspondent Name: Timothy J. Szuhaj
 Address Line 1: 220 Lake Drive East
 Address Line 2: Suite 102
 Address Line 4: Cherry Hill, NEW JERSEY 08002

NAME OF SUBMITTER:	Timothy J. Szuhaj
Signature:	/Timothy J. Szuhaj/
Date:	11/10/2010

Total Attachments: 8

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**TRADEMARK
 REEL: 004412 FRAME: 0474**

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EXHIBIT C
TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of November 3, 2010 (this "Assignment"), by **OmniRIM Solutions Inc.**, a British Columbia corporation ("Seller"), in favor of **OmniRim Systems Inc.**, a British Columbia corporation ("Purchaser"). Capitalized terms used but not defined herein have the meanings assigned to them in the Asset Purchase Agreement dated as of November 3, 2010 (the "Purchase Agreement") among Purchaser, Seller, and **Archive Systems, Inc.**, a Delaware corporation.

Pursuant to the Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Purchaser all of its right, title and interest in and to the Intellectual Property including, without limitation, the trademark listed on Schedule 1 attached hereto (the "Trademark").

The parties wish to execute this Assignment for purposes of transferring the Trademark pursuant to the Purchase Agreement and filing this Assignment with the United States Patent and Trademark Office, as may be necessary to effectuate the assignment and transfer of the Trademark to Purchaser.

In consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Seller hereby assigns, transfers, conveys and delivers to Purchaser all of its right, title and interest in and to (a) the Trademark, (b) the goodwill of the business symbolized by and associated with the Trademark, (c) all applications and registrations thereof throughout the world, and (d) all rights to proceeds of the foregoing, including, without limitation, any claim by Seller against third parties for past, present, or future infringement of the Trademark.

2. To the extent the Trademark includes any United States trademark application that is based on an intent-to-use, Seller hereby acknowledges that this assignment is to a successor to that portion of Seller's business to which the Trademark pertains, in accordance with 15 U.S.C. § 1060(a)(1).


3. Seller hereby acknowledges and agrees that from and after the date hereof, Purchaser shall be the exclusive owner of the Trademark.

4. As further set forth in the Purchase Agreement, Seller shall, at Purchaser's reasonable request, execute such additional agreements and instruments as may be necessary to effect the assignment contemplated hereby and to perfect Purchaser's title in and to the Trademark. In addition, Seller shall provide Purchaser and its successors, assigns and legal representatives reasonable cooperation and assistance, at Purchaser's request and sole cost and expense, (i) in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby, and (ii) with respect to such other and further action as may be necessary to effect the assignment contemplated hereby and to perfect Purchaser's title in and to the Trademark.

[The next page is the signature page]

IN WITNESS WHEREOF, Seller has caused this Assignment to be duly authorized and executed as of the date hereof.

OmniRIM Solutions Inc.


By: 
Name: Ian Gordon
Title: PRESIDENT

COUNTRY OF CANADA

ss.:

PROVINCE OF BRITISH COLUMBIA

I, Debra Gordon, a Notary Public in and for the Province of British Columbia, residing in the City of Vancouver in the Province of British Columbia, **CERTIFY AND ATTEST** that on this 3 day of November, 2010 before me personally came Ian Gordon, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that [s/he] is an authorized representative of **OmniRIM Solutions Inc.**; [s/he] signed the instrument in the name of **OmniRIM Solutions Inc.**; and [s/he] had the authority to sign the instrument on behalf of **OmniRIM Solutions Inc.**.


A Notary Public in and for
the Province of British Columbia

SCHEDULE 1
Trademark

The United States of America



CERTIFICATE OF REGISTRATION
PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



[Signature]

Director of the United States Patent and Trademark Office

**Requirements for Maintaining a
Federal Trademark Registration**

SECTION 8: AFFIDAVIT OF CONTINUED USE

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

- i) At the end of 6 years following the date of registration.
- ii) At the end of each successive 10-year period following the date of registration.

Failure to file a proper Section 8 Affidavit at the appropriate time will result in the cancellation of the registration.

SECTION 9: APPLICATION FOR RENEWAL

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. §1059, at the end of each successive 10-year period following the date of registration.

Failure to file a proper Application for Renewal at the appropriate time will result in the expiration of the registration.

No further notice or reminder of these requirements will be sent to the Registrant by the Patent and Trademark Office. It is recommended that the Registrant contact the Patent and Trademark Office approximately one year before the expiration of the time periods shown above to determine the requirements and fees for the filings required to maintain the registration.

Int. Cls.: 9 and 42

Prior U.S. Cls.: 21, 23, 26, 36, 38, 100, and 101

Reg. No. 2,396,410

United States Patent and Trademark Office

Registered Oct. 17, 2000

**TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER**

OMNIRIM

R & D SYSTEMS AUDITING INC. (CANADA CORPORATION)
828 - 1130 WEST PENDER STREET
VANCOUVER, BRITISH COLUMBIA, CANADA V6E
4A4

FOR: COMPUTER SOFTWARE FOR MANAGING ELECTRONIC AND PAPER DOCUMENT STORAGE AND RETRIEVAL, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 1-1-1999; IN COMMERCE 1-3-1999.
FOR: COMPUTER PROGRAMMING FOR OTHERS; TECHNICAL SUPPORT SERVICES, NAMELY, TROU-

BLE SHOOTING OF COMPUTER SOFTWARE PROBLEMS VIA TELEPHONE, E-MAIL, ONLINE ACCESS, AND IN PERSON; AND SOFTWARE MAINTENANCE SERVICES RELATING TO SOFTWARE FOR RECORDS AND INFORMATION MANAGEMENT, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 1-1-1999; IN COMMERCE 1-3-1999.

SN 75-587,977, FILED 11-13-1998.

ANNE MADDEN, EXAMINING ATTORNEY



UNITED STATES DEPARTMENT OF COMMERCE
 Patent and Trademark Office
 ASSISTANT SECRETARY AND COMMISSIONER
 OF PATENTS AND TRADEMARKS
 Washington, D.C. 20231



700073074

MARCH 24, 2004

PTAS

OYEN WIGGS GREEN & MUTALA
 GEORGE F. KONDOR
 480 - 601 WEST GEORGIA STREET
 VANCOUVER, BRITISH COLUMBIA, CANADA
 V6B 1G1

UNITED STATES PATENT AND TRADEMARK OFFICE
 NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFORM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/18/2004

REEL/FRAME: 002816/0007
 NUMBER OF PAGES: 2

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:
 R & D SYSTEMS AUDITING INC.

DOC DATE: 03/16/2004
 CITIZENSHIP: CANADA
 ENTITY: CORPORATION

ASSIGNEE:
 OMNIRIM SOLUTIONS INC.
 1066 WEST HASTINGS STREET
 SUITE 2400
 VANCOUVER, BRITISH COLUMBIA V6E 3X1

CITIZENSHIP: CANADA
 ENTITY: CORPORATION

APPLICATION NUMBER: 75587977
 REGISTRATION NUMBER: 2396410

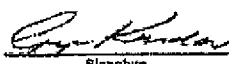
FILING DATE: 11/13/1998
 ISSUE DATE: 10/17/2000

MARK: OMNIRIM
 DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

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03/18/2004
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Form PTO-1594 (Rev. 10/07) Class No. 0351-0037 (rev. 03/02/2003) Tab settings		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof					
1. Name of conveying party(ies): R & D SYSTEMS AUDITING INC. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other: Canada Corporation Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: OMNIRIM SOLUTIONS INC. Internal Address: Suite 2400 Street Address: 1066 West Hastings Street City: Vancouver State: BC Zip: V6E 3X1 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other: Canada Corporation If applicant is not domiciled in the United States, a domestic residence or registration is assumed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No References must be in separate document (see Instructions) Additional name(s) of party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of correspondence: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: 03/18/2004					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Trademark Registration No.(s) <u>2,398,410</u>		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: OYEN WIGGS GREEN & MUTALA Internal Address: Attention: George F. Kondor Street Address: 480 - 001 West Georgia Street City: Vancouver State: BC Zip: V6S 1G1			6. Total number of applications and registrations involved: <u>1</u> 7. Total fee (37 CFR 2.41): \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>02-1037</u>		
DO NOT USE THIS SPACE					
B. Signature George F. Kondor  03/18/2004 Name of Person Signing Signature Date Total number of pages including cover sheet, payments, and documents: <u>2</u>					

Mail documents to be recorded with required form sheet information to:
Commissioner of Patents and Trademarks, Box 2116
Washington, D.C. 20227