

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Shorebank Advisory Services, Inc.		12/31/2005	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Local Initiatives Support Corporation		
<b>Street Address:</b>	501 Seventh Ave		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	not-for-profit corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2948863	METROEDGE	
<b>Registration Number:</b>	2926601	METROEDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)851-1420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-851-8100		
<b>Email:</b>	jporter@reedsmith.com, karmellino@reedsmith.com, phlipdocketing@reedsmith.com		
<b>Correspondent Name:</b>	Jeffrey A. Porter		
<b>Address Line 1:</b>	P.O. Box 7990		
<b>Address Line 2:</b>	Intellectual Property		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19101-7990		
<b>ATTORNEY DOCKET NUMBER:</b>	999936.66171		
<b>NAME OF SUBMITTER:</b>	Jeffrey A. Porter		

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**TRADEMARK**  
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Signature:	/Jeffrey A. Porter/
Date:	12/22/2010
Total Attachments: 5 source=LISC Assignment#page1.tif source=LISC Assignment#page2.tif source=LISC Assignment#page3.tif source=LISC Assignment#page4.tif source=LISC Assignment#page5.tif	

## AGREEMENT

THIS AGREEMENT made as of December 31, 2005 by and between SHOREBANK ADVISORY SERVICES, INC., an Illinois corporation ("SAS"), and LOCAL INITIATIVES SUPPORT CORPORATION, a New York not-for-profit corporation ("LISC").

SAS has established and operated MetroEdge as an unincorporated division. SAS desires to transfer to LISC, and LISC desires to accept from SAS, certain of the assets and rights associated with the community and government consulting operation of MetroEdge, including without limitation the "MetroEdge" name and related trade and service marks, all upon the terms and conditions set forth in this Agreement. SAS does not desire to continue its own operation of the community and government consulting operation of MetroEdge, but SAS recognizes tangible and intangible value to it and its parent in the possible opportunity to benefit from the continued operation thereof by LISC.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, SAS and LISC agree as follows, effective on the date hereof:

1. SAS transfers and assigns to LISC, as of the date hereof, all of the right, title and interest of SAS in and to, and LISC accepts, the assets, rights and items listed or described on Schedule 1. SAS and LISC will hereafter take any and all separate action requested by one of them and reasonably necessary or appropriate to carry out the transfer, assignment and acceptance contemplated by this Section.
2. SAS transfers and assigns to LISC, as of the date hereof, all the right, title and interest of SAS in and to, and LISC accepts and assumes all obligations of SAS related to periods after the date hereof under or in connection with, the licenses and other contractual relationships listed or described on Schedule 2, subject to obtaining any necessary approval or consent from the applicable licensor or other party. If any such approval or consent is not given, SAS and LISC will use reasonable efforts to nonetheless permit LISC to enjoy the benefit of the license or other relationship after the date hereof. SAS will be responsible for all such obligations related to periods through the date hereof and will indemnify LISC and hold LISC harmless thereagainst and therefrom. If and to the extent SAS is not relieved of such obligation related to periods after the date hereof by the licensor or other party, LISC will indemnify SAS and hold SAS harmless thereagainst and therefrom. SAS and LISC will hereafter take any and all separate action requested by one of them and reasonably necessary or appropriate to carry out the transfer, assignment, acceptance and assumption contemplated by this Section.
3. SAS will discontinue use of anything transferred to LISC pursuant to Section 1 and Section 2 effective on the date hereof, and SAS will not, after the date hereof, engage in any business or operation that is similar to or competitive with the community and government consulting operation of MetroEdge transferred to LISC

under this Agreement. SAS is not transferring and may continue after the date hereof in the financial service consulting operation of MetroEdge, provided it does so in a name dissimilar to MetroEdge. SAS will in no event use the "MetroEdge" name after the date hereof.

4. If and to the extent permissible under the applicable license, LISC will permit SAS access to data available under the license described in Schedule 2 with Claritas Corporation. LISC may charge SAS for such access if and to the extent LISC incurs additional royalties or fees as a result thereof.
5. Any use of the "MetroEdge" name by LISC will be accompanied by reasonably appropriate credit to SAS's parent, ShoreBank Corporation, as the MetroEdge creator, and acknowledgment of the Ford Foundation and the John D. and Catherine T. MacArthur Foundation as previous principal funders.
6. SAS and LISC agree to consult on the audiences and content of any announcement of the transfer under this Agreement before the announcement is made.
7. LISC acknowledges that part of the consideration for the transfer under this Agreement by SAS is the prospect that the community and government consulting operation of MetroEdge will continue to be available to SAS's parent, ShoreBank Corporation, and its affiliates. LISC will endeavor to do this if and to the extent feasible and as resources allow. LISC will be entitled to fair reimbursement by SAS and/or Shorebank Corporation for any use of the community and government consulting operation of MetroEdge pursuant to this Section 7, such reimbursement to be comparable to charges by LISC to other third parties for similar services.
8. This Agreement shall inure to the benefit of and be binding upon SAS and LISC and their respective successors and assigns.
9. This Agreement contains the entire agreement and understanding of the parties with respect to the matters described herein, integrates herein all such matters in this one instrument, including the Schedules hereto, and supersedes any and all prior writings or oral discussions with respect to the matters described herein.
10. This Agreement may be executed in counterparts, and all such counterparts shall together constitute one instrument.

[Signature page follows]

IN WITNESS WHEREOF, SAS and LISC have duly executed and delivered this Agreement as of the date first above written.

**SHOREBANK ADVISORY SERVICES, INC.**

By: Mary Houghton  
Its MARY HOUGHTON  
CHAIRMAN OF THE BOARD

**LOCAL INITIATIVES SUPPORT CORPORATION**

By: [Signature]

Its Vice President

**LILY LIM**  
**VICE PRESIDENT & CONTROLLER**

## Schedule 1

The "MetroEdge" name and all rights to use it.

The web address [www.metro-edge.com](http://www.metro-edge.com)

Two computers.

One server containing various data and reports related to MetroEdge community and government consulting operations from 2000 through 2005.

Copies of all MetroEdge work products from 2000 through 2005.

## **Schedule 2**

1. License with Claritas.
2. License with ESRI.
3. License with Geolytics.
4. Retail Tenant Directory.
5. Net Charts Server.
6. MapInfo.