

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emigrant Bank		12/31/2010	Savings Bank: NEW YORK
RECEIVING PARTY DATA			
Name:	ComVest LimoRes Holdings LLC		
Street Address:	c/o ComVest Investment Partners IV, L.P.		
Internal Address:	525 Okeechobee Blvd., Suite 1050		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3465970	LIMORES.NET	
Registration Number:	3251752	ON TIME EVERY TIME	
Registration Number:	3172427	ON TIME ANYWHERE	
Registration Number:	3172419	ON TIME EVERYWHERE	
CORRESPONDENCE DATA			
Fax Number:	(561)659-6313		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	561-653-5000		
Email:	tj.fatum@akerman.com		
Correspondent Name:	T.J. Fatum/Akerman Senterfitt		
Address Line 1:	222 Lakeview Avenue		
Address Line 2:	4th Floor		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	10168-23/244964		

CH \$115.00 3465970

900184251

TRADEMARK
REEL: 004479 FRAME: 0716

NAME OF SUBMITTER:	MARK D. PASSLER
Signature:	/MARK D. PASSLER/
Date:	02/16/2011
Total Attachments: 1 source=10168-23_ASSIGN_0408INTEREST#page1.tif	

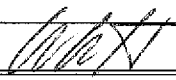
**ASSIGNMENT OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY
AND RELATED SECURITY DOCUMENTS**

This ASSIGNMENT OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY AND RELATED SECURITY DOCUMENTS ("Assignment") is entered into effective as of December 31, 2010, from EMIGRANT BANK (hereinafter "ASSIGNOR") in favor of COMVEST LIMORES HOLDINGS LLC (hereinafter "ASSIGNEE").

For good and valuable consideration received by ASSIGNOR from or on behalf of ASSIGNEE, at or before the ensembling and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby grant, sell, assign, transfer and set over unto ASSIGNEE, all of its right, title and interest in and to (i) that certain Intellectual Property Security Agreement granted by LIMORES, INC. ("Borrower") in favor of ASSIGNOR entered into as of April 24, 2008 (the "Security Agreement"); and (ii) the security interests and liens granted by Borrower to ASSIGNOR in the intellectual property collateral and the priority of the security interests evidenced by or related to the Security Agreement.

This Assignment is given pursuant to that certain Purchase, Assignment and Assumption Agreement dated December 31, 2010 between the ASSIGNOR and ASSIGNEE and no representation, warranty or covenant is made by, and there is no recourse to, ASSIGNOR pursuant to this Assignment except as may be set forth in said Purchase Agreement. THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the ASSIGNOR has executed this Assignment as of the date first above mentioned.

EMIGRANT BANK
By: 
Name: <u>William Strault</u>
Title: <u>Vice Chairman</u>
Address: <u>6 East 43rd St, 20th Floor</u> <u>New York, NY 10017</u>