

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
Emigrant Business Credit Corporation		12/31/2010	CORPORATION: DELAWARE

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
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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

CH \$115.00 3465970

ATTORNEY DOCKET NUMBER:	10168-23/244964
NAME OF SUBMITTER:	MARK D. PASSLER
Signature:	/MARK D. PASSLER/
Date:	02/16/2011
Total Attachments: 1 source=10168-23_ASSIGN_0909INTEREST#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 and EMIGRANT BUSINESS CREDIT CORPORATION (hereinafter "ASSIGNORS") in favor of COMVEST LIMORES HOLDINGS LLC (hereinafter "ASSIGNEE").

For good and valuable consideration received by ASSIGNORS 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, ASSIGNORS do hereby grant, sell, assign, transfer and set over unto ASSIGNEE, all of their right, title and interest in and to (i) that certain Collateral Assignment of Trademarks, Service Marks and Trade Names granted by LIMORES, INC. ("Borrower") in favor of ASSIGNORS entered into as of September 2009 (the "Collateral Assignment"); and (ii) the security interests and liens granted by Borrower to ASSIGNORS in the intellectual property collateral and the priority of the security interests evidenced by or related to the Collateral Assignment.

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

IN WITNESS WHEREOF, the ASSIGNORS have executed this Assignment as of the date first above mentioned.

EMIGRANT BANK	EMIGRANT BUSINESS CREDIT CORPORATION
By: <u><i>W. Staudt</i></u>	By: <u><i>W. Staudt</i></u>
Name: <u>William Staudt</u>	Name: <u>William Staudt</u>
Title: <u>Vice Chairman</u>	Title: <u>Chief Executive Officer</u>
Address: <u>6 East 43rd Street, 20th Floor</u> <u>New York, NY 10017</u>	Address: <u>7 Westchester Plaza</u> <u>Elmsford, NY 10523</u>