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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
VSS-Red 7 Holdings LLC		102/18/2011 I	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Access Intelligence LLC	
Street Address:	4 Choke Cherry Road	
City:	Rockville	
State/Country:	MARYLAND	
Postal Code:	20850	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77821821	EVALU8PRO

CORRESPONDENCE DATA

Fax Number: (201)969-2900

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

Phone: (212) 969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

76127-013
Jenifer deWolf Paine
/Jenifer deWolf Paine/

TRADEMARK REEL: 004522 FRAME: 0025

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Date:	04/14/2011
Total Attachments: 2 source=VSS Red 7 Holdings LLC to Access Intelligence LLC for ITU#page1.tif source=VSS Red 7 Holdings LLC to Access Intelligence LLC for ITU#page2.tif	

TRADEMARK REEL: 004522 FRAME: 0026

ASSIGNMENT OF TRADEMARKS AND PATENTS

THIS ASSIGNMENT is made as of the as of the 18th day of February, 2011 by and between VSS-Red 7 Holdings LLC, a Delaware limited liability company with an address of 55 East 52nd Street, New York, New York ("Assignor") on the one hand, and Access Intelligence LLC, a Delaware limited liability company with an address of 4 Choke Cherry Road, Rockville, Maryland ("Assignee") on the other hand. Each of Assignor and Assignee is a Party, and together they are the Parties.

WHEREAS, the Assignor was the owner of the trademarks and service marks, including the applications and registrations therefore, identified on the attached Schedule A (the "Trademarks").

WHEREAS, the Assignor assigned to the Assignee all of its right, title and interest in, to and under the Trademarks and and Assignee accepted said Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, Assignor hereby assigns to the Assignee full right, title and interest in, to and under the Trademarks, including all accompanying registrations, applications, and registrations upon grant, together with the goodwill of the business concerned in the goods and services in respect of which the Trademarks are filed, registered, or used, as well as all rights and goodwill that have accrued to the Assignor as a result of its use of the Trademarks, all as part of the sale by Assignor to Assignee of the business to which the Trademarks pertain. The Assignor further grants to the Assignee the right to sue and recover damages (and obtain all other relief) for any infringements of the Trademarks that have occurred prior to the date of this Assignment, for Assignee's own use and enjoyment and for the use and enjoyment of its successors or assigns, free and clear of all liens, claims, security interests, and other encumbrances.

Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Trademarks as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

VSS-RED 7 HOLDINGS LLC

ACCESS INTELLIGENCE LLC

By:

Edwin O. Pinedo

Executive Vice President

Ву:

Edwin O. Pinedo

Executive Vice President

Schedule A - TRADEMARKS

 <u>Mark</u>	Reg. No. / SN	commence.
EVALU8PRO	SN 77/821,821	-

TRADEMARK
REEL: 004522 FRAME: 0028

RECORDED: 04/14/2011