

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
Frank Parsons, Inc.		05/06/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TSRC, Inc.		
Street Address:	14140 N. Washington Highway		
Internal Address:	PO Box 1810		
City:	Ashland		
State/Country:	VIRGINIA		
Postal Code:	23005		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3810252	SEND IN FRANK.	
Registration Number:	3810243	EVERYTHING YOUR BUSINESS NEEDS. DELIVERED.	
Registration Number:	2794033	THE FASTEST WAY TO SHOP FOR PAPER, ENVELOPES AND INK.	
Registration Number:	2674414	FP FRANKPARSONS	
CORRESPONDENCE DATA			
Fax Number:	(201)678-6271		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(201) 525-6271		
Email:	mpress@coleschotz.com		
Correspondent Name:	Marc P. Press, Esq.		
Address Line 1:	Cole, Schotz, Meisel, Forman & Leonard		
Address Line 2:	25 Main Street		
Address Line 4:	Hackensack, NEW JERSEY 07601		
NAME OF SUBMITTER:	Marc P. Press, Esq.		

OP \$115.00 3810252

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TRADEMARK
REEL: 004537 FRAME: 0605

Signature:	/Marc P. Press, Esq./
Date:	05/09/2011
Total Attachments: 5 source=Assignment and Assumption of Purchased Intellectual Property#page1.tif source=Assignment and Assumption of Purchased Intellectual Property#page2.tif source=Assignment and Assumption of Purchased Intellectual Property#page3.tif source=Assignment and Assumption of Purchased Intellectual Property#page4.tif source=Assignment and Assumption of Purchased Intellectual Property#page5.tif	

ASSIGNMENT AND ASSUMPTION OF PURCHASED INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASED INTELLECTUAL PROPERTY (this "Assignment") is made this 6th day of May, 2011, by and between FRANK PARSONS, INC., a Delaware corporation (the "Seller") and TSRC, INC., a Virginia corporation (the "Purchaser").

WHEREAS, pursuant to that certain Asset Purchase Agreement by and between Purchaser and Seller dated as of April 6, 2011, as amended (the "Asset Purchase Agreement") and subject to the terms and conditions therein, Seller is concurrently herewith conveying, assigning, transferring and delivering to Purchaser, as of the date hereof, the Purchased Assets;

WHEREAS, Seller is the owner of the Purchased Intellectual Property, including, without limitation, the intellectual property set forth on Exhibit A attached hereto; and

WHEREAS, the Asset Purchase Agreement provides, among other things, for the assignment by Seller to Purchaser and the assumption by Purchaser of the Purchased Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing premises, the agreement and obligations contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree, effective as of the date hereof, as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.
2. Assignment and Assumption. Seller hereby assigns, grants, delivers and conveys to Purchaser, all of Seller's right, title, and interest in and to the Purchased Intellectual Property, and Purchaser hereby assumes all of Seller's right, title and interest in and to the Purchased Intellectual Property. Notwithstanding the foregoing, this Assignment shall not constitute an agreement to assign any Purchased Intellectual Property or any right thereunder if an attempted assignment, without the consent of a third party, would constitute a breach or in any way adversely affect the rights of Purchaser or Seller under the Asset Purchase Agreement, Section 365 of the Bankruptcy Code or in an Order.
3. Additional Documents; Further Assurances. Seller hereby agrees to execute, upon the request of Purchaser, such additional documents, agreements and instruments as are necessary to register and otherwise give full effect to the rights of Purchaser in and to the Purchased Intellectual Property under or to otherwise effectuate the intent of this Assignment, including all documents necessary to record in the name of

Purchaser the assignment of the Purchased Intellectual Property with the United States Patent and Trademark Office, appropriate domain name registrars, and any other appropriate foreign or international office or registrar, all at Purchaser's sole cost and expense.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign either this Assignment or any of its rights, interests, or obligations hereunder without the prior written approval of the other party hereto.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Maryland.

6. Modification and Waiver. No alterations or variations of the terms and provisions of this Assignment shall be valid unless made in writing and signed by all of the parties hereto or their successors or permitted assigns.

7. Severability. If any provision of this Assignment is held to be invalid or unenforceable, such will not affect the validity or enforceability of the other provisions of this Assignment.

8. Conflict. All of the terms and conditions of the Asset Purchase Agreement are incorporated herein by reference, and in the event of any ambiguity or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall prevail.

9. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile or "pdf" signatures shall be sufficient for execution of this Assignment.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Assignment and Assumption of Purchased Intellectual Property has been duly executed and delivered on the date first above written.

Purchaser:
TSRC, INC.

By: 
Name: John Arkesstoyin
Title: Chief Financial Officer

Seller:
FRANK PARSONS, INC.

By: _____
Name: Brenda Crickenberger
Title: Chief Financial Officer

IN WITNESS WHEREOF, this Assignment and Assumption of Purchased Intellectual Property has been duly executed and delivered on the date first above written.

Purchaser:
TSRC, INC.

By: _____
Name: John Arkesteyn
Title: Chief Financial Officer

Seller:
FRANK PARSONS, INC.

By: Brenda Crickenberger
Name: Brenda Crickenberger
Title: Chief Financial Officer

Exhibit A

Purchased Intellectual Property

Trademarks:

Mark	Owner	Reg. Number	Reg. Date
Send in Frank.	Frank Parsons, Inc.	3810252	06/29/2010
Everything your business needs. <i>Delivered.</i>	Frank Parsons, Inc.	3810243	06/29/2010
THE FASTEST WAY TO SHOP FOR PAPER, ENVELOPES AND INK.	Frank Parsons, Inc.	2794033	12/16/2003
FP FrankParsons (logo)	Frank Parsons, Inc.	2674414	01/14/2003

Domain Name: www.frankparsons.com