

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Limited Consent and Agreement (Release of Security Interest)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation (as Agent)		11/07/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Micronomics, Inc.		
Street Address:	400 South Hope Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2575297	MICRONOMICS	
CORRESPONDENCE DATA			
Fax Number:	(202)887-4288		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202.887.4000		
Email:	dlee@akingump.com		
Correspondent Name:	David C. Lee (Akin Gump)		
Address Line 1:	1333 New Hampshire Ave., N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
NAME OF SUBMITTER:	David C. Lee		
Signature:	/David C. Lee/		
Date:	05/25/2011		

CH \$40.00 2575297

Total Attachments: 39

900192795

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LIMITED CONSENT AND AGREEMENT

THIS LIMITED CONSENT AND AGREEMENT (this "Consent"), dated as of the 7th day of November, 2003, is entered into by and among INTECAP, INC., a Delaware corporation formerly known as TDRC Group, Inc. ("Holdings"), INTECAP HOLDINGS, INC., a Delaware corporation ("Borrower"), ANTARES CAPITAL CORPORATION, a Delaware corporation ("Antares") in its capacity as agent (in such capacity "Agent") and as a Lender (as such term is defined below), WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association formerly known as First Union National Bank ("Wachovia") as a Lender (Antares and Wachovia are each sometimes referred to herein individually as a "Lender" and collectively as the "Lenders"), and the other parties listed on the signature pages hereof as "Subsidiaries" (each of the Subsidiaries, Borrower and Holdings are sometimes referred to herein individually as a "Loan Party" and collectively as the "Loan Parties"). Capitalized terms used in this Consent, unless otherwise defined herein, shall have the respective meanings ascribed to such terms in the Credit Agreement referred to below.

RECITALS

A. Borrower, Holdings, Agent and Lenders are parties to that certain Amended and Restated Credit Agreement dated as of December 8, 2000 (as the same has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which Lenders have made available to Borrower certain credit facilities subject to and in accordance with the terms, conditions and provisions set forth therein.

B. Micronomics, Inc., a California corporation ("Micronomics") and Subsidiary of Borrower, desires to sell the Purchased Assets (as such term is defined in the Purchase Agreement described below), as more fully set forth herein.

C. Each Loan Party shall derive both direct and indirect benefits from the sale of the Purchased Assets.

D. Pursuant to the terms of the Credit Agreement, the sale of the Purchased Assets by Micronomics to RW Economics, Inc. (the "Purchaser") pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof and as set forth as Exhibit A attached hereto (as such agreement is in effect as of the date hereof, the "Purchase Agreement") between Micronomics and the Purchaser requires the consent of the Majority Lenders.

NOW, THEREFORE, in consideration of the recitals set forth above, the covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by all parties, each Loan Party, Agent and the Lenders do hereby agree as follows:

1. Consent. Notwithstanding anything to the contrary contained in the Credit Agreement (including, without limitation, the provisions of Section 5.2 thereof) or any other Loan Document, and subject to the terms and conditions herein contained, Agent and the Lenders hereby consent to the sale of the Purchased Assets pursuant to the terms of the Purchase

Agreement.

2. Release of Collateral. Subject to the terms and conditions herein contained, Agent and Lenders (i) hereby release their lien on, and security interest in, the Purchased Assets and (ii) shall file or cause to be filed Uniform Commercial Code financing statements in the forms attached hereto as Exhibit B with the Delaware Secretary of State.

3. Conditions. The effectiveness of this Consent is subject to:

(a) the execution and delivery to Agent of this Consent by each Loan Party, Agent and Majority Lenders;

(b) the execution and delivery to Agent of the Purchase Agreement together with any agreements, documents or instruments delivered in connection therewith;

(c) the execution and delivery to Agent of that certain Assignment of Asset Purchase Agreement by the respective Loan Parties party to the foregoing; and

(d) the representations and warranties in Section 4 hereof being true, correct and complete.

4. Representations and Warranties. Each Loan Party hereby represents and warrants to Agent and each Lender as follows:

(a) such Loan Party is a corporation, duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation;

(b) such Loan Party has the power and authority to execute, deliver and perform its obligations under this Consent;

(c) the execution, delivery and performance by such Loan Party of this Consent have been duly authorized by all necessary action;

(d) this Consent constitutes the legal, valid and binding obligation of such Loan Party, enforceable against such Person in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditor's rights generally or by equitable principles relating to enforceability;

(e) prior to and after the effectiveness of this Consent, the Loan Parties are and shall remain in compliance with Sections 1.8(c) and 5.2 of the Credit Agreement; and

(f) no Default or Event of Default exists.

5. No Waiver. Nothing contained herein shall be deemed to (i) except as expressly set forth herein, constitute a waiver of (x) any Default, Event of Default or any other term or

condition contained in the Credit Agreement or any other Loan Document or (y) any rights, claims and/or remedies available to Agent or any Lender under the Credit Agreement, the other Loan Documents and/or applicable law (all of which Agent and each Lender expressly reserve); (ii) except as expressly set forth herein, amend any term or provision in the Credit Agreement or the other Loan Documents; or (iii) constitute a course of conduct or dealing among the parties hereto. Except as amended hereby, the Credit Agreement and other Loan Documents remain unmodified and in full force and effect.

6. Counterparts. This Consent may be executed by one or more of the parties hereto in any number of separate counterparts, each of which when so executed, shall be deemed an original and all said counterparts when taken together shall be deemed to constitute but one and the same instrument. Any facsimiled or photocopied signatures hereto shall be deemed an original signature, which hereby may be relied upon by any Person and shall be binding on the respective signor.

7. Successors and Assigns. This Consent shall be binding upon and inure to the benefit of each Loan Party and their respective successors and assigns, and the Agent and the Lenders and their respective successors and assigns.

8. Further Assurance. Each Loan Party hereby agrees from time to time, as and when requested by the Agent or Lenders, to execute and deliver or cause to be executed and delivered, all such documents, instruments and agreements and to take or cause to be taken such further or other action as the Agent or Lenders may reasonably deem necessary or desirable in order to carry out the intent and purposes of this Consent, the Credit Agreement and the other Loan Documents.

9. **GOVERNING LAW. THIS CONSENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.**

10. Severability. Wherever possible, each provision of this Consent shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Consent shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Consent.

11. Reaffirmation. Each of the Loan Parties as debtor, grantor, pledgor, guarantor, assignor, or in any other similar capacity in which such Loan Party grants liens or security interests in its property or otherwise acts as accommodation party or guarantor, as the case may be, hereby (i) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents to which it is a party (after giving effect hereto) and (ii) to the extent such Loan Party granted liens on or security interests in any of its property pursuant to any such Loan Document as security for or otherwise guaranteed the Obligations or any other obligations under or with respect to the Loan Documents, ratifies and reaffirms such guarantee and grant of security interests and liens and confirms and agrees that such security

interests and liens hereafter secure all of the Obligations as amended hereby. Each of the Loan Parties hereby consents to this Consent and acknowledges that each of the Loan Documents remains in full force and effect and hereby is ratified and reaffirmed. The execution of this Consent shall not serve to effect a novation of the Obligations.

12. Ratification and Confirmation by Loan Parties; Acknowledgment of Rights; Release of Claims. Each Loan Party hereby acknowledges that: (a) it has no defenses, claims or set-offs to the enforcement by the Lenders or the Agent of Borrower's or such Loan Party's liabilities, obligations and agreements on the date hereof; (b) to its knowledge, the Lenders and the Agent have fully performed all undertakings and obligations owed to such Loan Party as of the date hereof; and (c) except to the limited extent of the Lenders' and the Agent's waiver contained in this Consent, the Lenders and the Agent do not waive, diminish or limit any term or condition contained in the Credit Agreement or any of the other Loan Documents. In consideration of the Lenders' and the Agent's agreements contained in this Consent, each Loan Party hereby irrevocably releases and forever discharges the Lenders and the Agent and their respective affiliates, subsidiaries, successors, assigns, directors, officers, employees, agents, consultants and attorneys (each, a "Released Person") of and from all damages, losses, claims, demands, liabilities, obligations, actions or causes of action whatsoever which such Loan Party may now have or claim to have currently against any Released Person on account of or in any way touching, concerning, arising out of or founded upon this Consent, whether presently known or unknown and of every nature and extent whatsoever.

[Remainder of page intentionally left blank, signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the date first set forth above.

BORROWER:

INTECAP HOLDINGS, INC., a Delaware corporation

By: *D. J. Joseph*
Title: CFO

HOLDINGS:

INTECAP, INC., a Delaware corporation

By: *D. J. Joseph*
Title: CFO

AGENT AND LENDERS:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent and a Lender

By: _____
Title: Director

WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, as a Lender

By: _____
Title: _____

11/03/2003 17:20 FAX 312 697 3997

ANTARES

002

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the date first set forth above.

BORROWER:

INTECAP HOLDINGS, INC., a Delaware corporation

By: _____
Title: _____

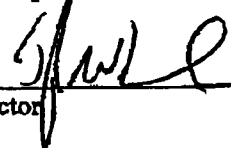
HOLDINGS:

INTECAP, INC., a Delaware corporation

By: _____
Title: _____

AGENT AND LENDERS:

ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent and a Lender

By:  _____
Title: Director

WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, as a Lender

By: _____
Title: _____

NOV. 5. 2003 2:01PM

WACHOVIA SECURITIES

NO. 053 P. 2

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the date first set forth above.

BORROWER:

INTECAP HOLDINGS, INC., a Delaware corporation

By: _____
Title: _____

HOLDINGS:

INTECAP, INC., a Delaware corporation

By: _____
Title: _____

AGENT AND LENDERS:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent and a Lender

By: _____
Title: Director

WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, as a Lender


By: Daniel Evans
Title: Managing Director

SUBSIDIARIES:

**TECHNOLOGY & DISPUTE
RESOLUTION CONSULTING, INC., a
Delaware corporation**

By: W. J. Ralph
Title: CEO

**IPC GROUP, INC., a Delaware
corporation**

By: W. J. Ralph
Title: CEO

WCG, INC., a Delaware corporation

By: W. J. Ralph
Title: CEO

**MICRONOMICS, INC., a California
corporation**

By: W. J. Ralph
Title: CEO

EXHIBIT A

ASSET PURCHASE AGREEMENT

See Attached.

EXHIBIT B

UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

See Attached.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of November 7, 2003 by and between Micronomics, Inc., a California corporation (the "Seller"), and RW Economics, Inc., a California corporation ("Purchaser").

WHEREAS, the Seller desires to sell and assign, and the Purchaser desires to purchase and assume, certain of the Seller's assets.

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale and Purchase of Assets.

At the Closing, the Seller will sell, transfer, assign, convey, set over and deliver to the Purchaser, and the Purchaser will purchase and acquire from the Seller, all right, title and interest of the Seller in and to only the following assets, rights and properties of the Seller, which are owned by the Seller as of the Closing Date (collectively, the "Purchased Assets"):

(a) Subject to Section 9(b) hereof, all books (but, for clarification, not books and records of Seller) residing in the library or elsewhere within the premises of the Seller's office space located at 400 S. Hope Street, Suite 2500, Los Angeles California ("Los Angeles Facility") after November 7, 2003 (the "Purchased Books");

(b) the right to take possession of and use the telephone number exchange "(213) 629 2655" (the "Transferred Phone Number");

(c) the registered service mark "Micronomics," including all goodwill associated therewith;

(d) all business brochure and sales and marketing materials of Seller which primarily describe or are used in the business of Seller, but not (i) any portion of such materials that include or refer to the name or business of InteCap, Inc. or any of its affiliated companies, or (ii) any such materials that primarily describe the business of Intecap, Inc. or any of its affiliated companies, but which also include incidental mention of the business of Seller; and

(e) the domain name <http://www.micronomics.com> (but not the website that currently exists at such web address or any underlying web pages, data or programming which shall remain the property of Seller). Notwithstanding the foregoing, Seller agrees that Purchaser may make an electronic copy of text embedded in such web pages (to the extent such text does not relate to the business of Intecap, Inc. or any of its affiliated companies) and may use such text to describe services offered in Purchaser's business after the Closing without additional cost to the Purchaser. Promptly after the Closing,

Seller shall cause the existing website to be disabled so that persons searching "Micronomics" will not access the existing website.

(f) Assumption of Obligations. At the Closing the Purchaser will assume and become responsible for, and will thereafter pay, perform and discharge when due, all liabilities relating to or arising in connection with the ownership and use of the Purchased Assets solely to the extent the same are to be paid or performed from and after the Closing (collectively, the "Assumed Obligations").

2. Excluded Liabilities. Notwithstanding any other provision of this Agreement, Purchaser shall not assume, or otherwise be responsible for, any liabilities whatsoever of Seller, whether liquidated or unliquidated, or known or unknown, whether arising out of occurrences prior to, at or after the date hereof ("Excluded Liabilities").

3. Purchase Price. The purchase price for the Purchased Assets and Assumed Obligations is \$175,000.00 to be paid in full on the Closing Date by wire transfer of cash to an account of Seller's designation.

4. Closing Date. The consummation of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of Seller, in Los Angeles, California at 10:00 a.m. local time, on November 7, 2003 (the "Closing Date"), or at such other place or on such other date as the Purchaser and the Seller may agree.

5. Representations and Warranties.

(a) *Authorization.* Each of Seller and Purchaser hereby makes, as of the date hereof, the following representation and warranty to the other: Such party has all requisite authority to duly execute and deliver this Agreement. This Agreement is a legal, valid and binding obligation of such party, enforceable against it in accordance with its terms. The execution, delivery and performance of this Agreement, and all agreements in connection herewith, and the consummation of transactions contemplated hereby have been duly authorized and approved by all requisite action of such party.

(b) *No Transfer.* Seller hereby represents and warrants to the Purchaser as of the date hereof that since March 16, 2000, except for liens granted to its lenders, Seller has not engaged in, nor authorized, any sale, assignment, pledge, mortgage, license or other transfer of all or any of the Purchased Assets to any third party other than Purchaser.

(c) *Disclaimer.* Except as otherwise set forth in this Section 5, none of the parties to this Agreement makes any representations or warranties, express or implied, at law or in equity, in respect of itself, its respective business, or any of the Purchased Assets. Any such other representations or warranties are hereby expressly disclaimed.

6. Condition of the Assets. EXCEPT AS IS OTHERWISE SET FORTH IN SECTION 5, THE PURCHASER HEREBY ACKNOWLEDGES THAT HE IS PURCHASING THE PURCHASED ASSETS ON AN "AS-IS, WHERE-IS" BASIS.

7. Trademark Assignment. Simultaneously herewith, Seller and Purchaser shall execute a Trademark Assignment in substantially the form attached hereto as Exhibit A.

8. Domain Name Assignment. Simultaneously herewith, Seller and Purchaser shall execute a Domain Name Assignment in substantially the form attached hereto as Exhibit B.

9. Other Agreements.

(a) Seller agrees that, promptly after the Closing, it will cease all use of, and will remove, delete, cease public display, and otherwise cover over all references to, the name "Micronomics," including in connection with the operations of its business. Further, within ten business days after Closing, Seller shall cause its corporate name to be changed such that it does not include the word "Micronomics" or anything similar thereto.

(b) The parties agree that Seller shall have until November 7, 2003 to determine which, if any, of the books located on its premises in Los Angeles, California are not to be included in the Purchased Books and to designate such books as such by either boxing and segregating such books or removing them from the Seller's premises, after which time Purchaser shall be afforded 5 business days of reasonable access to the Seller's premises in order to take possession of such Purchased Books as it desires. Any books of which Purchaser has not taken possession by November 13, 2003 shall no longer be eligible to be Purchased Books hereunder and shall remain the property of Seller to be disposed of in any manner as Seller may choose without any further obligation to Purchaser with respect thereto.

10. Miscellaneous.

(a) *Successors and Assigns.* All covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto unless the assignor and assignee have otherwise agreed. Purchaser shall not assign his rights and/or obligations under this Agreement without the prior written consent of Seller.

(b) *Severability.* Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(c) *Expenses.* Each of the parties hereto shall bear their own fees and expenses in negotiating and consummating the transactions contemplated hereby.

(d) *Governing Law.* All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California

or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

(e) *Construction.* Whenever examples are used in this Agreement with the words “including,” “for example,” “e.g.,” “such as,” “etc.” or any derivation of such words, such examples are intended to be illustrative and not limiting.

(f) *Counterparts.* This Agreement may be executed in two counterparts and by facsimile, each of which shall be deemed an original and which together shall constitute one instrument.

(g) *Waiver.* Neither party may waive or release any of its rights or interests in this Agreement except in writing. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition.

(h) *Amendment.* This Agreement may be modified or amended only pursuant to a writing executed by both parties.

(i) *Entire Agreement.* This Agreement together with the Exhibits hereto constitutes the entire agreement, both written or oral, with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, between Seller and Purchaser with respect to such subject matter.

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IN WITNESS WHEREOF, the undersigned have executed this Asset Purchase Agreement as of November 7, 2003.

MICRONOMICS, INC.

By: William E Dickenson
Name: William Dickenson
Its: Chief Executive Officer

RW ECONOMICS, INC.

By: Roy Weinstein
Name: Roy Weinstein
Its: Chief Executive Officer

Exhibit A

Trademark Assignment

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

02/06/2004
900005059

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ELMC, Inc.	Micronomics, Inc.	11/07/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Micronomics, Inc., f/k/a RW Economics, Inc.
Street Address:	400 South Hope Street #650
Internal Address:	Roy Weinstein
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2575297	MICRONOMICS

CORRESPONDENCE DATA

Fax Number: (213)896-6600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 213-896-6769
 Email: kbernstein@sidley.com
 Correspondent Name: Sidley Austin Brown & Wood LLP
 Address Line 1: Kim Bernstein, 555 W. Fifth Street #4000
 Address Line 4: Los Angeles, CALIFORNIA 90013

ATTORNEY DOCKET NUMBER:	14986-10010-34230
NAME OF SUBMITTER:	Kim Bernstein

Total Attachments: 6
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is made and entered into as of November 7, 2003 ("**Effective Date**") by and between Micronomics, Inc., a California corporation, with its principal office at 400 S. Hope Street, Los Angeles, California ("**Assignor**"), and RW Economics, Inc. a California corporation, ("**Assignee**") having its principal office at 400 S. Hope Street, Los Angeles California.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated November 7, 2003 (the "**Agreement**");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registration set forth on Schedule A attached hereto, together with the goodwill associated therewith (the "**Mark**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Mark for the United States, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all goodwill associated with the Mark and all claims for damages and profits by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Mark.

Assignor represents and warrants that it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein.

Assignor shall, at Assignee's expense, take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

Assignor further hereby appoints Assignee as its attorney-in-fact with respect to the trademark and service mark registration, and renewals thereof, use-based applications for registration, intent-to-use applications for registration, renewals and copy rights as detailed in Schedule A attached hereto, to act in Assignor's name, place and stead to execute, deliver and

record any document or instrument of assignment required in any country in which the trademark and service mark registrations, use-based applications for registration and intent-to-use applications for registration and renewals thereof and/or copyrights which are pending or issued, granting or confirming the rights granted herein. This power of attorney is coupled with an interest and is irrevocable.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

MICRONOMICS, INC.

RW ECONOMICS, INC.

By: William E Dickerson

By: Roy Weinstein

Name: William E Dickerson

Name: Roy Weinstein

Title: President

Title: Chief Executive Officer

STATE OF District of Columbia)
) SS.
COUNTY OF)

On this 7 day of Nov, there appeared before me William E. Dickerson, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Micronomics, Inc.

Sharene Cousar
Notary Public, District of Columbia
My Commission Expires 10-31-2007

Sharene Cousar
Notary Public

STATE OF)
) SS.
COUNTY OF)

On this 4th day of December, 2003, there appeared before me Roy Weinstein, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of RWEconomics, Inc



Roy Weinstein
Notary Public

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
2575297	June 4, 2002	Micronomics

Exhibit B

Domain Name Assignment

DOMAIN NAME ASSIGNMENT

THIS DOMAIN NAME ASSIGNMENT (this "Assignment") is made and entered into as of November 7, 2003 ("Effective Date") by and between Micronomics, Inc., a California corporation, with its principal office at 400 S. Hope Street, Los Angeles, California ("Assignor"), and RW Economics, Inc. a California corporation ("Assignee"), having its principal office at 400 S. Hope Street, Los Angeles, California.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated November 7, 2003 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the domain name set forth in Schedule A attached hereto (the "Domain Names").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells and assigns to Assignee all of its right, title and interest in and to the Domain Name, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Domain Name, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

Assignor shall take all further reasonable lawful actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance reasonably requested by Assignee in order effectuate the purposes of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

MICRONOMICS, INC.

By: William E Dickens

Name: William E Dickens

Title: President

RW ECONOMICS, INC.

By: Roy Weinstein

Name: Roy Weinstein

Title: Chief Executive Officer

TRADEMARK

REEL: 004548 FRAME: 0222

SCHEDULE A

Domain Name	Expiration Date	Registrar
www.micronomics.com	December 25, 2006	Network Solutions, Inc.

EXHIBIT B

UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

See Attached.

04051C0078



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Kim Bernstein 213-896-6000

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

KI
 SI
 SE
 LI

CORP 2000 *52014 2/19*
 921 11th Street, Suite 901
 Sacramento, California 95814
 Acct# P60001-189-4

FILED
 SACRAMENTO, CA
 FEB 13, 2004 AT 1532
 KEVIN SHELLEY
 SECRETARY OF STATE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
0008260625 (3/21/00)

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned. NONE

Pursuant to that certain Limited Consent and Agreement dated as of November 7, 2003, the assets described on Exhibit A attached hereto and made a part hereof are deleted from the collateral described under the initial Financing Statement referenced above.

ACKNOWLEDGEMENT COPY

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
ANTARES CAPITAL CORPORATION, AS AGENT (311 South Wacker Drive, Suite 6400, Chicago, IL 60606)

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA
 Filing Office: California Secretary of State; Debtor: Micronomics, Inc. (400 South Hope Street, 25th Floor, Los Angeles, CA 90071)

**Exhibit A to
National Financing Statement Amendment (Form UCC-3)**

Debtor:

Micronomics, Inc.
400 South Hope Street, 25th Floor
Los Angeles, California 90071

Secured Party:

Antares Capital Corporation, as Agent
311 South Wacker Drive, Suite 6400
Chicago, Illinois 60606

Deleted collateral:

Pursuant to that certain Asset Purchase Agreement made as of November 7, 2003 (the "Asset Purchase Agreement") between Debtor, as seller, and RW Economics, Inc., a California corporation, as buyer, all right, title and interest of Debtor in and to only the following assets, rights and properties of Debtor:

1. Subject to Section 9(b) of the Asset Purchase Agreement, all books (but, for clarification, not books and records of Debtor) residing in the library or elsewhere within the premises of the office space located at 400 S. Hope, Suite 2500, Los Angeles California after November 7, 2003;
2. the right to take possession of and use the telephone number exchange "(213) 629 2655" (the "Transferred Phone Number");
3. the registered service mark "Micronomics," including all goodwill associated therewith;
4. all business brochure, sales, marketing materials, reports or studies of Debtor which primarily describe or are used in the business of Seller, but not (i) any portion of such materials that include or refer to the name or business of InteCap, Inc. or any of its affiliated companies, or (ii) any such materials that primarily describe the business of Intecap, Inc. or any of its affiliated companies, but which also include incidental mention of the business of Debtor; and
5. the domain name <http://www.micronomics.com> (but not the website that currently exists at such web address or any underlying web pages, data or programming which shall remain the property of Debtor).

This FINANCING STATEMENT is presented for filing and will remain effective with certain exceptions for a period of five years from the date of filing pursuant to section 9403 of the California Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) MICRONOMICS, Inc.		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS 460 South Hope Street, 25th Floor		1C. CITY, STATE LOS ANGELES, CA	1D. ZIP CODE 90071
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME Antares Capital Corporation, as Agent MAILING ADDRESS 311 South Wacker Drive, Suite 6400 CITY CHICAGO STATE IL ZIP CODE 60606		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4). All of Debtor's now owned or existing and hereafter acquired accounts, inventory, machinery, equipment, fixtures, goods, chattel paper, general intangibles, investment property, instruments and documents, in each case wheresoever located, together with all accessions to, substitutions for and replacements, products and proceeds of all of the foregoing, as more particularly described on Exhibit A attached hereto and made a part hereof.			

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 (a) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC 9105 (1) (ii) CA-SOS	

9. SIGNATURE(S) OF DEBTOR(S)
G. J. Foley, Vice P. CFO

TYPE OR PRINT NAME(S) OF DEBTOR(S)
Micronomics, Inc.

SIGNATURE(S) OF SECURED PARTY(IES)

TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)

11. Return copy to:
NAME [Return acknowledgement to: ca Foley]
ADDRESS: [REDACTED]
CITY [REDACTED]
STATE [REDACTED]
ZIP CODE [REDACTED]

10. THIS SPACE FOR USE OF FILING OFFICER
DATE TIME AND NUMBER
0008260625

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FILED
SACRAMENTO, CA
MAR 21, 2000 AT 1140
BILL JONES
SECRETARY OF STATE

EXHIBIT A TO UCC-1 FINANCING STATEMENT

DEBTOR: Micronomics, Inc.
400 South Hope Street
25th Floor
Los Angeles, California 90071

SECURED PARTY: Antares Capital Corporation,
as Agent
311 South Wacker Drive
Suite 2725
Chicago, Illinois 60606

COLLATERAL DESCRIPTION

Debtor hereby pledges and grants to the Secured Party, for the benefit of the Secured Party and the Lenders, a Lien on and security interest in and to all of Debtor's right, title and interest in the following property and interests in property, whether now owned by Debtor or hereafter acquired and whether now existing or hereafter coming into existence and wherever located (all being collectively referred to herein as "Collateral"):

- (a) the Instruments of the Debtor, together with all payments thereon or thereunder;
- (b) all Accounts;
- (c) all Inventory;
- (d) all General Intangibles;
- (e) all Equipment;
- (f) all Documents;
- (g) all Contracts;
- (h) all Goods;
- (i) all Investment Property;
- (j) all Fixtures;
- (k) the balance from time to time in all such bank and depository accounts maintained by Debtor; and
- (l) all other tangible and intangible property of Debtor, including, without limitation, all Proceeds, products, accessions, rents, profits, income, benefits, substitutions, additions and replacements of and to any of the property of Debtor described in the preceding clauses (including, without limitation, any proceeds of insurance thereon and all rights, claims and benefits against any Person relating thereto) and all books, correspondence, files, records, invoices and other papers, including without limitation all tapes, cards, computer runs, computer

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programs, computer files and other papers, documents and records in the possession or under the control of Debtor or any computer bureau or service company from time to time acting for Debtor.

DEFINED TERMS

The following terms shall have the following meanings:

"Accounts" means any "account," as such term is defined in the Uniform Commercial Code, and, in any event, shall include, without limitation, the unpaid portion of the obligations of a customer of the Debtor in respect of Inventory purchased by and shipped to such customer and/or the rendition of services by the Debtor.

"Chattel Paper" means any "chattel paper," as such term is defined in the Uniform Commercial Code.

"Contracts" means all contracts, undertakings, or other agreements (other than rights evidenced by Chattel Paper, Documents or Instruments) in or under which Debtor may now or hereafter have any right, title or interest, including, without limitation, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

"Copyrights" means any copyrights, rights and interests in copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed in the Security Agreement between Debtor and Secured Party, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

"Documents" means any "documents," as such term is defined in the Uniform Commercial Code, and shall include, without limitation, all documents of title (as defined in the Uniform Commercial Code) bills of lading or other receipts evidencing or representing Inventory or Equipment.

"Equipment" means any "equipment," as such term is defined in the Uniform Commercial Code and, in any event, shall include, Motor Vehicles.

"Fixtures" means all of the following now owned or hereafter acquired by Debtor: plant fixtures; business fixtures; other fixtures and storage facilities, wherever located; and all additions and accessions thereto and replacements therefor.

"General Intangibles" means any "general intangibles," as such term is defined in the Uniform Commercial Code, and, in any event, shall include, without limitation, all right, title and interest in or under any Contract, models, drawings, materials and records, claims, literary rights, goodwill, rights of performance, Copyrights, Trademarks, Patents, warranties, rights under insurance policies and rights of indemnification.

"Goods" means any "goods", as such term is defined in the Uniform Commercial Code.

"Instruments" means any "instrument," as such term is defined in the Uniform Commercial Code, and shall include, without limitation, promissory notes, drafts, bills of exchange, trade acceptances, letters of credit, and Chattel Paper.

"Inventory" means any "inventory," as such term is defined in the Uniform Commercial Code, and, in any event, shall include, without limitation, all merchandise, raw materials, parts, supplies, work-in-process and finished goods intended for sale, together with all containers, packing, packaging, shipping and similar materials related thereto, and including inventory on the purchase premises of others and items in transit.

"Investment Property" means any "investment property." as such term is defined in the Uniform Commercial Code.

"Motor Vehicles" shall mean motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership.

"Patents" means any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed in the Security Agreement between Debtor and Secured Party, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

"Proceeds" means "proceeds," as such term is defined in the Uniform Commercial Code and, in any event, includes, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (c) any and all other amounts from time to time paid or payable under, in respect of or in connection with any of the Collateral.

"Trademarks" means any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in the Security Agreement between Debtor and Secured Party and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

"Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect from time to time.

"Unperfected Collateral" means Collateral as to which a security interest cannot be perfected by filing under Article 9 of the Uniform Commercial Code.

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RECORDED: 05/25/2011

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