

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
Credit Managers Association of California		01/15/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	VS Acquisition Co, LLC		
Street Address:	9449 Carrol Park Drive		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78114862	BLADERACK	
Serial Number:	78000554	RACKSAVER	
Serial Number:	76576638	NICE RACK	
Serial Number:	78387150	VERARI SYSTEMS	
Serial Number:	77157553	BLADES WITHOUT BOUNDARIES	
Serial Number:	76600467	VERARI COMMAND CENTER	
CORRESPONDENCE DATA			
Fax Number:	(619)230-1194		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	619-230-1144		
Email:	garyeastman@sbcglobal.net		
Correspondent Name:	Gary L. Eastman		
Address Line 1:	401 W. A Street		
Address Line 2:	Suite 1785		
Address Line 4:	San Diego, CALIFORNIA 92101		

OP \$165.00 78114862

900193619

TRADEMARK
 REEL: 004554 FRAME: 0806

ATTORNEY DOCKET NUMBER:	CIRRASCALE CMA - VSACQ
NAME OF SUBMITTER:	Gary L. Eastman
Signature:	/**Gary L. Eastman**/
Date:	06/06/2011
<p>Total Attachments: 7</p> <p>source=CMA_VS_ACQ#page1.tif</p> <p>source=CMA_VS_ACQ#page2.tif</p> <p>source=CMA_VS_ACQ#page3.tif</p> <p>source=CMA_VS_ACQ#page4.tif</p> <p>source=CMA_VS_ACQ#page5.tif</p> <p>source=CMA_VS_ACQ#page6.tif</p> <p>source=CMA_VS_ACQ#page7.tif</p>	

BILL OF SALE and ASSIGNMENT

Credit Managers Association of California, a California corporation, doing business as Credit Management Association, in its capacity as Assignee for the benefit of creditors of Verari Systems, Inc., a Delaware corporation, with principal offices located at 9449 Carroll Park Drive, San Diego, California 92121 ("Seller") and VS Acquisition Co LLC, a Delaware limited liability company ("Buyer") entered into that certain Asset Purchase Agreement dated January __, 2010 (the "**Purchase Agreement**") for the purchase and sale of certain property more particularly described therein. Each capitalized term not defined herein shall have the respective meaning given to that term in the Purchase Agreement.

For good and valuable consideration paid by the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, transfers, grants, bargains, conveys, assigns, and delivers to Buyer, its successors and assigns, without recourse, those certain assets, transferred to the Seller from VERARI pursuant to the General Assignment, including, without limitation:

- a. All of Seller's interest in the VERARI Patents, Trademarks and Other Intangible Assets, attached hereto as **Exhibits B (1) through B (6)**.
- b. All of Seller's interests in Work-in-Process and Inventories of VERARI attached hereto as **Exhibit C**.
- c. All of Seller's interests in Furniture, Fixtures and Equipment of VERARI (the "**VERARI FF&E**") listed on **Exhibit D (1) and Exhibit D (2)** attached hereto.
- d. All of Seller's interest in Accounts Receivable (whether short-term or long-term), together with any unpaid interest accrued thereon, (collectively, "**Accounts Receivable**") listed on **Exhibit E** attached hereto. Accounts Receivable does not include any of Seller's interest in cash, depository accounts, bank balances, marketable securities and other liquid assets including any tax and insurance refunds.
- e. All of Seller's interest in Stock shares or Quota Holdings in the Brazil Subsidiary named Verari do Brasil Comercio de Equipamentos Ltda listed on **Exhibit G**.
- f. All rights of the Seller pursuant to warranties, representations and guarantees made by suppliers, manufacturers and contractors in connection with products or services of the VERARI Technology and Portfolio or affecting the Assets, if any.

g. All rights and interests of Seller in and to patents and patent applications or copyrights assigned to Seller by VERARI in the General Assignment, including, without limitation, such rights as may have been licensed to VERARI by third parties, subject to obtaining consents as may be required and all rights and interests of the Seller in and to artwork, processes, marketing material, designs, manuals, schematics, blueprints, drawings, trade secrets, proprietary information, research, know-how, inventions, and manufacturing, engineering and other technical information assigned to Seller by VERARI in the General Assignment, including, without limitation, such rights as may have been licensed to VERARI by third parties subject to obtaining consents as may be required therefore and all trademarks, trade names and service trade names and service marks assigned to Seller by VERARI in the General Assignment, including, without limitation, such rights as may have been licensed to VERARI by third parties, and all rights and interests of Seller used in connection with the VERARI Technology and Portfolio (collectively, **"Intellectual Property Rights"**). The Intellectual Property Rights also include all rights and interests of Seller in and to the names, "Verari," "Verari Systems", "Vertical Cooling Technology™", "BladeRack 2 X-Series" and logos and any and all other names and logos used by VERARI now or in the past.

h. All of Seller's rights under sale orders, purchase orders, contracts, agreements, personal property leases (Buyer acknowledges leases and leasehold interests in real estate were not assigned to Seller and are not transferred hereby), licenses, arrangements and commitments of any kind which relate to the assets assigned to Seller by VERARI in the General Assignment (collectively the **"Commitments"**). The assignment or transfer of any Commitments, is expressly conditioned upon the consent of any third parties to such Commitments if required under any contract or applicable law. Buyer acknowledges and understands that the assignment or transfer of any Commitments may not be possible without such consent and that any such third party may demand additional consideration prior to providing such consent. To the extent

that any Commitment for which assignment to Buyer is provided herein is not assignable without the consent of another party, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. In such case, to the extent possible, (a) the beneficial interest in or to such Commitments (collectively, the "Beneficial Rights") shall in any event pass at the Closing to Buyer under this Agreement; and (b) pending such consent or approval, Buyer shall discharge the obligations of the Seller under such Beneficial Rights (to the extent such obligations are assumed by Buyer pursuant to this Agreement), and Buyer shall enjoy the benefits thereof. The Seller and Buyer agree to use their commercially reasonable efforts (without any requirement on the part of Seller or Buyer to pay any money or agree to any change in the terms of any such Commitment) to obtain the consent of such other party to the assignment of any such Commitment to Buyer in all cases in which such consent is or may be required for such assignment, and in any event shall make any other reasonable arrangement designed to provide for Buyer the benefits of such Commitments, including enforcement at Buyer's cost and for the account of Buyer of any and all rights of Seller against the other party thereto arising out of the breach or cancellation thereof by such other party or otherwise. Attached hereto as Exhibit F is a listing of the VERARI Office Leases which were excluded from the assignment to Seller. To the extent that the Seller has the ability to do so it hereby transfers and assigns any rights it has in association with the VERARI Office Leases to Buyer.

i. All customer and vendor lists assigned to Seller by VERARI in the General Assignment, and all files and documents and information including credit information, domain name, customer account information, user names, passwords, real names, postal and email addresses, telephone and facsimile numbers, customer credit card information, and billing history relating to such customers and vendors, whether

maintained electronically or in hard copy to serve VERARI's customers and operate the VERARI Technology and Portfolio.

j. All prepaid charges, deposits, sums and fees and all rights to refunds pertaining to the assets assigned to Seller by VERARI in the General Assignment, if any.

k. All known and unknown, liquidated or unliquidated, contingent or fixed, claims, rights or causes of action which Seller may have against any third party, **except for any claim for avoidance of any preferential or fraudulent transfer, which shall be retained by Seller.**

l. All Federal, state or local governmental or regulatory permits, licenses, consents, authorizations, grants, approvals and franchises held by VERARI in connection with the operation of the VERARI Technology and Portfolio or the ownership of the Assets (collectively, "Permits").

m. All telephone and facsimile numbers of VERARI (subject to approval by the telephone service provider(s)).

n. All of VERARI's current inventory.

o. All of VERARI's inventory of advertising, sales and customer materials, forms, labels, promotional materials, manuals and supplies used in the operation of its business.

p. All of VERARI's books, records, files, documents, computer programs and records and data and proprietary information relating to the VERARI Technology and Portfolio or to the Assets including, without limitation, VERARI's accounting and financial books and records, except that Seller shall be provided reasonable access to such books and records and other documents as necessary to fulfill its duties as Assignee and may make copies of such books and records and documents for such purpose.

q. All of Seller's rights in VERARI's intellectual property consisting of computer software (including proprietary and third-party software) associated with the operation and maintenance of the assets assigned to Seller by VERARI in the General

Assignment (the "VERARI Software"); provided however that to the extent that the VERARI Software is subject to a license, the consent of the licensor may be required under the license or applicable law and such consent may require additional consideration to be provided by Buyer to any such licensor, and in each case such VERARI Software license asset shall be governed by the terms of Section 1(h) above until such consent is obtained.

r. To the extent not included in the foregoing, all rights and properties, tangible and intangible, set forth in Exhibits B-G attached hereto.

Notwithstanding the above, excluded from the property so conveyed are those items listed on Exhibit H and Exhibit H.1.A. Excluded Asset Lists attached hereto.

Attached hereto and incorporated by reference is Exhibit I which sets forth liens and encumbrances and the property that is subject thereto.

Seller and Buyer agree to execute such other documents and take such actions as may reasonably be required for the purpose of further evidencing, confirming and effectuating the transfer which is the subject of this instrument.

The provisions of this instrument shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment this 15th day of January, 2010.

SELLER

Credit Managers Association of California, a California corporation, doing business as Credit Management Association, as assignee for the benefit of creditors of Verari Systems, Inc., a Delaware corporation



By: David Macomber
Vice President and CFO

Exhibit B (4) To Asset Purchase Agreement

U.S. Trademark Case Summary Table, for Verari Systems, Inc.

Case Number	Status	Ser. No., Reg. No.	Mark
1425-TM406	Filed: 9/27/2000 Registered: 4/8/2003	78/027,892 2,705,433	ESSENTIAL MIDDLEWARE SOLUTIONS
1425-TM412	Filed: 1/28/2005 Registered: 12/12/2006	78/556,203 3,182,614	VERARI SYSTEMS SOFTWARE (Stylized)
1441-TM400	Filed: 3/14/2002 Registered: 8/10/2004	78/114,862 2,872,960	BLADERACK
1441-TM402	Filed: 4/10/2003 Abandoned: 6/7/2006	78/236,486	HIVE
1441-TM407	Filed: 3/22/2000 Registered: 2/5/2002	78/000,554 2,536,777	RACKSAVER
1441-TM408	Filed: 2/23/2004 Registered: 4/5/2005	76/576,638 2,937,500	NICE RACK
1441-TM410	Filed: 3/18/2004 Registered: 4/17/2007	78/387,150 3,230,538	VERARI SYSTEMS
1441-TM411	Filed: 10/24/2006	77/027,978	NEMESYS
1441-TM412	Filed: 10/8/2003 Abandoned: 10/8/2005	78/311,221	DAW64
1441-TM413	Filed: 6/30/2004 Registered: 10/23/2007	76/600,467 3,318,994	VERARI COMMAND CENTER
1441-TM414	Filed: 7/2/2004 Abandoned: 6/21/2006	78/445,378	BLADES WITHOUT BOUNDARIES
1441-TM414A	Filed: 4/16/2007 Registered: 1/1/2008	77/157,553 3,361,829	BLADES WITHOUT BOUNDARIES

Exhibit B (4) To Asset Purchase Agreement

U.S. Trademark Case Summary Table, for Verari Systems, Inc.

Case Number	Status	Ser. No.,		Mark
		Reg. No.		
1441-TM416	Filed: 10/18/2006 Allowed - Statement of Use due 10/16/2008.	77/023,773		STORAGE BRICK
1441-TM417	Filed: 11/9/2006 Abandoned: 11/27/2007	77/040,349		STORAGE POD
1441-TM418	Filed : 4/13/2008	77/446,964		CONNEXXUS