

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Bill of Sale and General Assignment	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertus Express Corporation		10/13/2005	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	AllSoft Technologies, Inc.		
Street Address:	2727 Interstate Drive		
City:	Lakeland		
State/Country:	FLORIDA		
Postal Code:	33805		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3066217	TOOLJOBBER.COM	
Registration Number:	2382803	TOOL MANAGER	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	37869-172 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
Signature:	/Renee M. Prescan/		

CH \$65.00 3066217

Date:

07/08/2011

Total Attachments: 3

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BILL OF SALE AND GENERAL ASSIGNMENT

This GENERAL BILL OF SALE, CONVEYANCE, ASSIGNMENT AND TRANSFER OF ASSETS (this "Bill of Sale") is made, executed and delivered by VERTUS EXPRESS CORPORATION, a Florida corporation ("Seller"), in favor of ALLSOFT TECHNOLOGIES, INC., a Florida corporation ("Buyer").

Seller, for good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), hereby agrees as follows:

1. Bill of Sale and Assignment of Assets. Seller does hereby absolutely, unconditionally and irrevocably sell, convey, assign and transfer unto Buyer forever, all of Seller's right, title and interest, legal and equitable, in and to all of the assets owned by Seller (collectively, the "Purchased Assets") including, without limitation, the following:
 - (a) Seller's cash on hand and in bank accounts;
 - (b) Seller's accounts receivable;
 - (c) Seller's furniture, fixtures, equipment, leasehold improvements and signs;
 - (d) Seller's inventory, supplies and other items of tangible personal property;
 - (e) Seller's business records, whether in the form of printed business records or stored on computer diskettes, computer hard drives or otherwise; and
 - (f) Seller's intangible property rights, good will and going concern value.
2. Warranty of Title. Seller warrants that it possesses good title to the Purchased Assets, and covenants and agrees to defend the title vested in Buyer, its successors and assigns against any and all lawful challenges to such title.
3. Further Assurances. Seller agrees that, at any time and from time to time, it will upon request of Buyer duly execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, bills of sale, assignments, transfers, powers of attorney or assurances as may be reasonably required to assign, transfer, convey and confirm to Buyer any of the Purchased Assets.
4. Binding Effect. The terms, covenants and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
5. Tax Consequences. Because Buyer and Seller are both qualified subchapter S subsidiaries of Integrated Supply Network, Inc., a Florida corporation, the sale of the Purchased Assets by Seller to Buyer will not have any effect for federal income tax purposes.

- 6. Effective Date. This Bill of Sale shall be effective as of 12:01 a.m. on the date this Bill of Sale is executed by Seller.

IN WITNESS WHEREOF, Seller has executed this BILL OF SALE on the date indicated below.

Dated: 13 October, 2005

VERTUS EXPRESS CORPORATION

By: *Eric Johnston*
Name: Eric Johnston
Title: President

TRADEMARKS

Mark	Application Serial Number	Application Date	Registration Number	Registration Date
TOOLJOBBER.COM	75/908,471	2/2/2000	3,066,217	3/7/2006
TOOL MANAGER	75/713,588	5/25/1999	2,382,803	9/5/2000