

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
sataMetrics Software, Inc.		06/01/2011	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Certica Solutions, Inc.		
<b>Street Address:</b>	301 Edgewater Place		
<b>Internal Address:</b>	Suite 110		
<b>City:</b>	Wakefield		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01880		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3342479	TESTWIZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(800)486-7194		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215.981.4538		
<b>Email:</b>	wakiyama@pepperlaw.com, jensenc@pepperlaw.com		
<b>Correspondent Name:</b>	Peter T. Wakiyama c/o Pepper Hamilton		
<b>Address Line 1:</b>	3000 Two Logan Square		
<b>Address Line 2:</b>	18th and Arch Streets		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	136051.3		
<b>NAME OF SUBMITTER:</b>	Peter T. Wakiyama		
<b>Signature:</b>	/ptw/		

OP \$40.00 3342479

Date:

08/25/2011

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of June 1, 2011 (the "Effective Date"), between dataMetrics Software, Inc., a Massachusetts corporation ("Assignor"), and Certica Solutions, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used herein shall have the meaning given to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor, the sole shareholder of the Assignor being Naomi Menikoff and Assignee have entered into that certain Asset Purchase Agreement, dated of even date herewith (the "Asset Purchase Agreement");

WHEREAS, Assignor is the owner of the trademarks and trademark applications set forth on Schedule A attached hereto (the "Trademarks");

WHEREAS, Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, all of Assignor's right, title, and interest in and to the Intellectual Property that relates to, or is used in, the conduct and operation of the Business, including the Trademarks; and

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing (as defined in the Asset Purchase Agreement).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers, delivers and relinquishes exclusively to Assignee, free and clear of all Encumbrances, all right, title and interest in and to all of the Trademarks, together with the goodwill of the Business that is symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Power of Attorney. Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in the preceding paragraph, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Trademarks and to defend and

compromise any and all actions, suits, and proceedings with respect to any of the Trademarks and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignor hereby declaring the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

3. Further Assurances. Upon the request of Assignee or in case for any reason the power of attorney set forth herein is insufficient to effect the assignment set forth above or effect any other purpose set forth herein, Assignor agrees for itself and its successors, representatives and assigns, to cooperate with Assignee in any action Assignee reasonably requests that Assignor take, in order to effectuate, carry out, or fulfill the Parties' intent and/or Assignor's obligations hereunder, including, without limitation, the prompt execution of any instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, assignments and other documents and the taking of any actions that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks or with domain name registrars; *provided that* any such action so requested in order to do more than vest title to the Trademarks in Assignee shall be at Assignee's sole expense.

4. Entire Agreement. This Assignment and the Asset Purchase Agreement contain the entire agreement of the Parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the Parties. Neither the making nor the acceptance of this Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Asset Purchase Agreement including, without limitation, the representations and warranties and other provisions thereof.

5. Assignment. Assignee may freely assign this Assignment, as well as its rights hereunder, in whole or in part, to any third party. This Assignment shall be binding upon and inure to the benefit of each of the Parties hereto, their successors and assigns.

6. Governing Law. The interpretation and performance of this Agreement shall be governed by and in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflicts of law principles.

7. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

*Signature Page to Follow*

IN WITNESS WHEREOF, each of the Parties have hereunto caused this Agreement to be duly executed on the date first above written.

ASSIGNOR:

**dataMetrics Software, Inc.**

By: Naomi Menikoff

Name: Naomi Menikoff

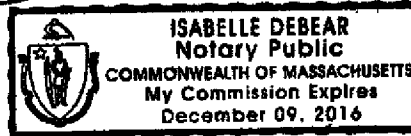
Title: President and CEO

STATE OF Massachusetts  
COUNTY OF Middlesex

On this 1st day of June 2011, before me, a Notary Public in and for the State and County above, personally appeared Naomi Menikoff, known by me to be the person above named and an officer of dataMetrics Software, Inc. is duly authorized to execute this Assignment on behalf of dataMetrics Software, Inc., and who signed and executed the foregoing instrument on behalf of dataMetrics Software, Inc.

Notary Public: Isabelle DeBear

My Commission Expires: Dec. 9, 2016



TRADEMARK

REEL: 004611 FRAME: 0500

IN WITNESS WHEREOF, each of the Parties have hereunto caused this Agreement to be duly executed on the date first above written.

ASSIGNEE:

**Certica Solutions, Inc.**

By: 

Name: Mark Rankovic

Title: President and CEO

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF Suffolk

On this 1 day of June 2011, before me, a Notary Public in and for the Commonwealth and County above, personally appeared Mark Rankovic, known by me to be the person above named and an officer of Certica Solutions, Inc., who is duly authorized to execute this Assignment on behalf of Certica Solutions, Inc., and who signed and executed the foregoing instrument on behalf of Certica Solutions, Inc..

Notary Public: Janet K. Fowler  
My Commission Expires: 4-4-14

*Trademark Assignment*

TRADEMARK  
REEL: 004611 FRAME: 0501

**EXHIBIT A**  
**TRADEMARKS**

**I. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS:**

<b>MARK</b>	<b>COUNTRY</b>	<b>STATUS</b>	<b>SERIAL NO</b>	<b>FILING DATE</b>	<b>REG NO</b>	<b>REG DATE</b>
TestWiz	USA	Registered	76670205	April 30, 2007	3342479	Nov. 27, 2007

**II. COMMON LAW TRADEMARKS AND TRADE NAMES:**

*Trademark Assignment*