

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
RM GROUP US, LLC		10/21/2011	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	TROXELL COMMUNICATIONS, INC.		
Street Address:	4830 South 38th Street		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85040-2998		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3743841	COMPUTRAC	
Registration Number:	3743840	COMPUTRAC	
Registration Number:	3605393	COMPU-CART	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
Phone:	314-259-2000		
Email:	ncollora@bryancave.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Mark A. Paskar		
Address Line 1:	211 N. Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102-2750		
ATTORNEY DOCKET NUMBER:	C051541/0327371		
NAME OF SUBMITTER:	Mark A. Paskar		

CH \$90.00 3743841

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**TRADEMARK
 REEL: 004648 FRAME: 0545**

Signature:	/Mark A. Paskar/
Date:	10/26/2011
Total Attachments: 4 source=Trademark and Domain Name Assignment (Executed)#page1.tif source=Trademark and Domain Name Assignment (Executed)#page2.tif source=Trademark and Domain Name Assignment (Executed)#page3.tif source=Trademark and Domain Name Assignment (Executed)#page4.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment agreement ("Trademark and Domain Name Assignment") is entered into as of October 21, 2011, between RM Group US, LLC, a limited liability company organized and existing under the laws of the State of Georgia ("Assignor"), and Troxell Communications, Inc., a corporation organized and existing under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of October 21, 2011 (the "Purchase Agreement"), wherein Assignor agreed to sell and assign, inter alia, certain intellectual property assets, including trademarks and domain names, to Assignee; and

WHEREAS, Assignor and Assignee desire to memorialize Assignor's acquisition of all of Assignor's right, title and interest in, to and under certain registered trademarks and domain names assigned pursuant to the Acquisition Agreement, as more fully identified in Exhibit A, attached hereto (the "Transferred Assets").

FOR GOOD AND VALUABLE CONSIDERATION set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree and confirm that:

1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all right, title, and interest in, to and under the Transferred Assets, including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including without limitation the right to recover damages, for any past, present, or future infringement, misappropriation, dilution and/or other unauthorized use of the Transferred Assets.

2. Assignor hereby agrees to, at the expense of Assignee, execute, acknowledge and deliver any and all further documents and to take such other and further actions as Assignee, in its reasonable discretion, deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, domain name registrars or third parties, of the fact that Assignee owns all right, title and interest in and to the Transferred Assets, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Transferred Assets, including without limitation filing assignment documents in recordable form with any and all government agencies, domain name registrars or third parties.

3. Assignor hereby authorizes and requests the U.S. Patents and Trademark Office, any corresponding entities or agencies in any applicable foreign countries, and/or any applicable domain name registrars, to record Assignee as the owner of the Transferred Assets.

4. In the event of any conflict or inconsistency between the terms of this Trademark and Domain Name Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Trademark and Domain Name Assignment to be duly executed.

RM GROUP US, LLC

By: A. J. Robson
Name: A. J. ROBSON
Title: SECRETARY

TROXELL COMMUNICATIONS, INC.


By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Trademark and Domain Name Assignment to be duly executed.

RM GROUP US, LLC


By: _____
Name:
Title:

TROXELL COMMUNICATIONS, INC.

By: 
Name: Gregory D. Cessna
Title: Chief Executive Officer

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark	Jurisdiction	Reg/Serial Number
	U.S.	3,743,841
Computrac	U.S.	3,743,840
Compu-Cart	U.S.	3,605,393

DOMAIN NAMES

1. compu-trac.com