

**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>
ePartners Incorporated		11/30/2011	CORPORATION:
Square 1 Bank		11/30/2011	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tribridge Holdings, LLC		
<b>Street Address:</b>	4830 West Kennedy Boulevard, Suite 890		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33609		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76115769	SUCCESS IS IN THE PARTNERS YOU CHOOSE	
<b>Serial Number:</b>	75907044	EPARTNERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(813)227-0431		
<b>Phone:</b>	(813) 227-7431		
<b>Email:</b>	hschwarz@trenam.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Heather R. Schwarz		
<b>Address Line 1:</b>	101 E. Kennedy Boulevard, Suite 2700		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>ATTORNEY DOCKET NUMBER:</b>	11-2526: ASSIGNMENT/TM		
<b>NAME OF SUBMITTER:</b>	Heather R. Schwarz		
<b>Signature:</b>	/Heather R. Schwarz/		

CH \$65.00 76115769

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REEL: 004669 FRAME: 0482

**TRADEMARK**

Date:

12/01/2011

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("*Assignment*") is made and entered into as of November 30, 2011 ("*Effective Date*"), by EPARTNERS INCORPORATED, a Texas corporation (hereinafter "*ePartners*") and SQUARE 1 BANK, a North Carolina banking corporation (the "*Foreclosing Secured Party*"), for the benefit of TRIBRIDGE HOLDINGS, LLC, a Delaware limited liability company and its assigns (hereinafter "*Assignee*"). ePartners, Assignee and Foreclosing Secured Party are sometimes referred to collectively as the "*parties*," each being a "*party*."

### RECITALS

WHEREAS, ePartners is the owner of certain United States and foreign issued patents and pending patent applications, trademarks, service marks, logos, and copyrights;

WHEREAS, pursuant to an Intellectual Property Security Agreement ("*Security Agreement*") dated March 31, 2008 between ePartners and Foreclosing Secured Party, ePartners granted and pledged to Foreclosing Secured Party its interest in, to and under its Intellectual Property (as hereinafter defined), to secure the obligations of ePartners under the Loan Agreement (as defined in the Security Agreement) to Foreclosing Secured Party;

WHEREAS, ePartners is in material default under the Loan Agreement and has no ability to cure such default;

WHEREAS, Assignee is desirous of acquiring, and Foreclosing Secured Party is desirous of transferring and assigning all of ePartners' right, title and interest in and to said Intellectual Property to Assignee pursuant to the terms and conditions in this Assignment; and

WHEREAS, ePartners desires to facilitate the transfer and assignment of its right, title and interest in and to said Intellectual Property to Assignee pursuant to the terms and conditions in this Assignment.

NOW THEREFORE, in exchange for the payment of the purchase price set forth in the Private Sale Asset Purchase Agreement, dated as of October 20, 2011 by and among ePartners, Assignee, Foreclosing Secured Party, and ePartners Holding Corporation (the "*PSAPA*"), providing for the sale by Foreclosing Secured Party to Assignee of certain of the assets of ePartners, and other good and valuable consideration and the mutual covenants and promises contained in this Assignment, the receipt and sufficiency of which are acknowledged, ePartners, Foreclosing Secured Party and Assignee, intending to be legally bound, agree as follows:

1. Transfer of Intellectual Property.

(a) Foreclosing Secured Party hereby sells, transfers, conveys and assigns all of ePartners' right, title and interest, and ePartners hereby quitclaims, transfers, conveys and assigns all of its right, title and interest, whatsoever throughout the world in and to the

trademarks, service marks, logos, copyrights, and domestic and foreign patents (together with all continuations, continuations in part, divisions, reissues, reexaminations, and extensions thereof, and the inventions described and claimed therein, all other rights arising out of such inventions and discoveries, and all United States and foreign patents and filings, utility models, and design registrations that may be (or have been) filed or granted based on such inventions or improvements, and the right to claim priority based on the filing date of the applications and patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes), listed on Exhibit A, whether registered or unregistered, together with all applications to register such intellectual property, and registrations of such intellectual property (collectively, the "*Intellectual Property*") and all renewals and extensions of any of the foregoing and the goodwill of all business connected with the use of and symbolized by the Intellectual Property and all licenses related to any of the foregoing, to Assignee. Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Intellectual Property and all income, royalties or payments due or payable as of the Effective Date or thereafter with respect to the Intellectual Property, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date of this Assignment as fully and entirely as the same would have been held and enjoyed by ePartners had this Assignment not been made. Foreclosing Secured Party and ePartners each further transfers and assigns ePartners' right to file for and obtain registrations of the Intellectual Property anywhere in the world for the goods and services covered by the assigned applications and registrations and for any other goods and services for which the Intellectual Property is presently used, with the right to base priority on ePartners' first date of use or on any application and/or registration being assigned herein.

2. Assignee acknowledges and agrees that this Assignment does not include any rights with respect to any of the "Excluded Assets", as defined in the PSAPA.

3. ePartners will from time to time, at the reasonable request of Assignee (or the request of Assignee's successor or assigns), execute and deliver such other instruments of conveyance, assignment and assumption, and such other instruments, documents and agreements and take such other actions as Assignee may reasonably request in order to more effectively consummate the transactions contemplated hereby and to vest in Assignee the right, title and interest in, to and under the Intellectual Property as contemplated by this Assignment.

4. Each of Foreclosing Secured Party and ePartners hereby authorizes the United States Patent and Trademark Office, United States Copyright Office, and any similar foreign or domestic government authority to transfer the Intellectual Property, and any other governmental grants or issuances that may be granted upon any of the Intellectual Property rights, to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment.

5. This Assignment and the PSAPA constitute the entire agreement and supersede all prior agreements between the parties pertaining to the transfer of the Intellectual Property, and shall be deemed binding upon the parties, their heirs, legal representatives and successors.

6. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina.

6. The parties hereby grant to Trenam Kemker of Tampa, Florida, U.S.A., the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office, the United States Copyright Office and any similar foreign or domestic government authority to transfer the Intellectual Property in accordance with the terms of this Assignment and the PSAPA.

7. This Assignment may be executed in two or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same instrument. Any signature page delivered by facsimile or electronically as a scanned signature shall be binding to the same extent as an original signature page with regard to any agreement subject to the terms hereof or any amendment thereto. A party that delivers a signature page in this manner agrees to later deliver an original counterpart to the other party.

[Signatures on following page]

IN WITNESS WHEREOF, ePartners has executed this Assignment as of November  
2011.

ePARTNERS:

EPARTNERS INCORPORATED  
a Texas corporation

By: *Michael McCarthy*  
Name: Michael McCarthy  
Title: CEO

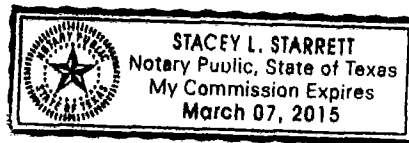
STATE OF Texas  
COUNTY OF Dallas

On this 30<sup>th</sup> day of November 2011, before me, personally appeared Michael McCarthy, as CEO of ePartners, who executed the foregoing Assignment and he duly acknowledged to me that he executed said instrument as his free and voluntary act for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

NOTARY PUBLIC:

Sign: *Stacey Starrett*  
Print: Stacey Starrett  
State of Texas at Large (Seal)  
My Commission Expires: 03/07/2015



[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, Assignee has executed this Assignment as of November 30<sup>th</sup> 2011.

**ASSIGNEE:**

TRIBRIDGE HOLDINGS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*  
\_\_\_\_\_  
*[Handwritten Name: C.P. Fargot]*  
\_\_\_\_\_  
*[Handwritten Title: CFO]*  
\_\_\_\_\_

STATE OF Florida  
COUNTY OF Hillsborough

On this 30<sup>th</sup> day of November    , 2011, before me, personally appeared Christopher Joseph, as CFO of Assignee, who executed the foregoing Assignment and he duly acknowledged to me that he executed said instrument as his free and voluntary act for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

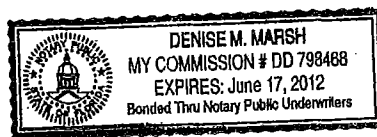
**NOTARY PUBLIC:**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

State of FL at Large (Seal)

My Commission Expires: 06/17/2012



[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, Foreclosing Secured Party has executed this Assignment as of November 30, 2011.

**FORECLOSING SECURED PARTY:**

SQUARE 1 BANK,  
a North Carolina banking corporation

By: [Signature]  
Name: Michael Barrier  
Title: Senior Vice President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of November \_\_, 2011, before me, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of Foreclosing Secured Party, who executed the foregoing Assignment and he duly acknowledged to me that he executed said instrument as his free and voluntary act for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

*see attached jmg*

NOTARY PUBLIC:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
State of \_\_\_\_\_ at Large (Seal)  
My Commission Expires:



ACKNOWLEDGMENT

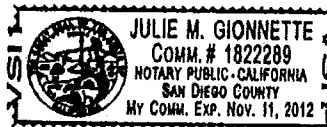
State of California  
County of San Diego

On November 30, 2011 before me, Julie M. Gionnette, Notary  
(insert name and title of the officer)

personally appeared Michael Berrier  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Julie M. Gionnette (Seal)

**EXHIBIT A**

**INTELLECTUAL PROPERTY**

**PATENTS:**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Intelligent software agent system architecture	09814846	03/21/01
Telephony integration of customer relationship management	11199655	08/09/05
Wireless inventory management system and method	11199729	08/09/05

**TRADEMARKS:**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
SUCCESS IS IN THE PARTNERS YOU CHOOSE	76115769	08/23/00
EPARTNERS	75907044	02/01/00

**COPYRIGHTS:**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		