

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Alexander Gallo Holdings, LLC		11/23/2011	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bayside Gallo Acquisition, LLC
<b>Street Address:</b>	101 Marietta Street
<b>Internal Address:</b>	2700 Centennial Tower
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30303
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	4017630	ESQUIRE SOLUTIONS AN ALEXANDER GALLO COMPANY
Serial Number:	77917120	ESQUIRE DEPOSITION SOLUTIONS AN ALEXANDER GALLO COMPANY
Serial Number:	77917124	ESQUIRE LITIGATION SOLUTIONS AN ALEXANDER GALLO COMPANY
Serial Number:	77917111	ESQUIRE STAFFING SOLUTIONS AN ALEXANDER GALLO COMPANY
Serial Number:	77916791	ESQUIRE CORPORATE SOLUTIONS AN ALEXANDER GALLO COMPANY
Serial Number:	77917117	ESQUIRE CORPORATE SERVICES
Serial Number:	85125189	LEGAL REPROGRAPHICS
Registration Number:	3076680	WORD MERCHANTS
Registration Number:	3173868	VIDEOCONFERENCING CIRCUIT OF AMERICA
Serial Number:	77814266	PAYEXPRESS

**CH \$265.00 4017630**

**CORRESPONDENCE DATA**

Fax Number: (215)655-2286

Email: trademarks@dechert.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Jacob Bishop

Address Line 1: Dechert LLP

Address Line 2: Cira Centre, 2929 Arch Street

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	116368
NAME OF SUBMITTER:	Jacob Bishop
Signature:	/Jacob Bishop/
Date:	12/12/2011

**Total Attachments: 4**

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**Schedule A-1**

**RECORDABLE ASSIGNMENT OF TRADEMARKS**

This RECORDABLE ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of November 23, 2011 ("Effective Date") by and between Alexander Gallo Holdings, LLC, a Georgia corporation (the "Seller") and Bayside Gallo Acquisition, LLC, a Delaware limited liability company ("Assignee").

WHEREAS the Seller, Assignee and the other parties thereto have entered into that certain Asset Purchase Agreement, dated as of October 6, 2011, as amended from time to time (the "Agreement"), pursuant to which Assignee has acquired certain assets of the Seller, including without limitation those trademark applications and registered trademarks listed on Table A-1 hereto and made part hereof (the "Assigned Marks"); and

WHEREAS, the Seller wishes to effectuate the assignment of the Assigned Marks to Assignee.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. The Seller does hereby sell, convey, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of the Seller's worldwide rights, title, and interest in and to the Assigned Marks. Such assignment includes, without limitation, all registrations and applications for the foregoing, all common law rights in the foregoing, the goodwill of the business connected with the use of and symbolized by the foregoing, all rights of action arising from the foregoing, including without limitation all claims for damages by reason of infringement of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, and further including all income, royalties and any other payment now and hereafter due and/or payable to Assignee, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Seller had this assignment not been made.

2. The Seller hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. This instrument shall be construed in accordance with and governed by the laws of the State of New York, without regard to the principles of conflicts of law thereof that would defer to the substantive laws of any other jurisdiction. This instrument may be executed by PDF signature and in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

*[Signature Page To Follow On Next Page]*

The undersigned parties, by their authorized representatives, have executed this Recordable Assignment of Trademarks as of the date first written above:

**Seller:**

Alexander Gallo Holdings, LLC

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

Name: ALEXANDER J. GALLO

Title: PRESIDENT & CEO

**Assignee:**

Bayside Gallo Acquisition, LLC

By: Bayside Gallo Holdings, LLC, its manager

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

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

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

[Signature Page to Recordable Assignment of Trademarks – Alexander Gallo Holdings, LLC]

The undersigned parties, by their authorized representatives, have executed this Recordable Assignment of Trademarks as of the date first written above:

**Seller:**

Alexander Gallo Holdings, LLC

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

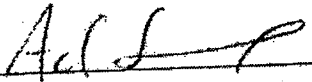
Name: \_\_\_\_\_

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

**Assignee:**

Bayside Gallo Acquisition, LLC

By: Bayside Gallo Holdings, LLC, its manager

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

Name: **Adam Schimel**  
**Authorized Signatory**

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

[Signature Page to Recordable Assignment of Trademarks – Alexander Gallo Holdings, LLC]

**Table A-1**

**ASSIGNED MARKS**

<u>Owner</u>	<u>Mark</u>	<u>Registration or Application No.</u>
Alexander Gallo Holdings, LLC	ESQUIRE SOLUTIONS, AN ALEXANDER GALLO COMPANY	4,017,630
Alexander Gallo Holdings, LLC	ESQUIRE DEPOSITION SOLUTIONS, AN ALEXANDER GALLO COMPANY	77/917,120 (application)
Alexander Gallo Holdings, LLC	ESQUIRE LITIGATION SOLUTIONS, AN ALEXANDER GALLO COMPANY	77/917,124 (application)
Alexander Gallo Holdings, LLC	ESQUIRE STAFFING SOLUTIONS, AN ALEXANDER GALLO COMPANY	77/917,111 (application)
Alexander Gallo Holdings, LLC	ESQUIRE CORPORATE SOLUTIONS, AN ALEXANDER GALLO COMPANY	77/916,791 (application)
Alexander Gallo Holdings, LLC	ESQUIRE CORPORATE SERVICES, AN ALEXANDER GALLO COMPANY	77/917,117 (application)
Alexander Gallo Holdings, LLC	LEGAL REPROGRAPHICS (Words Only)	85/125,189 (application)
Alexander Gallo Holdings, LLC	WORD MERCHANTS	3,076,680
Alexander Gallo Holdings, LLC	VIDEOCONFERENCING CIRCUIT OF AMERICA	3,173,868
Alexander Gallo Holdings, LLC	PAYEXPRESS (stylized)	77/814,266 (application)