

**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>
AG/Sanction LLC		11/23/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3450122	VERDICAL	
Registration Number:	3686462	SANCTION SOLUTIONS	
Registration Number:	3284527	SANCTION	
Registration Number:	3284526	VERDICT SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)655-2286		
<b>Email:</b>	trademarks@dechert.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>	Jacob Bishop		
<b>Address Line 1:</b>	Dechert LLP		
<b>Address Line 2:</b>	Cira Centre, 2929 Arch Street		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19104-2808		
<b>ATTORNEY DOCKET NUMBER:</b>	116368		

CH \$1115.00 3450122

**900209358**

**TRADEMARK**

**REEL: 004676 FRAME: 0825**

NAME OF SUBMITTER:	Jacob Bishop
Signature:	/Jacob Bishop/
Date:	12/12/2011
<b>Total Attachments: 4</b> source=(4) AG Sanction LLC#page1.tif source=(4) AG Sanction LLC#page2.tif source=(4) AG Sanction LLC#page3.tif source=(4) AG Sanction LLC#page4.tif	

## Schedule A-4

### REORDABLE ASSIGNMENT OF TRADEMARKS

This RECORDABLE ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of November 23, 2011 ("Effective Date") by and between AG/Sanction LLC, a Delaware limited liability company (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 registered trademarks listed on Table A-4 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:

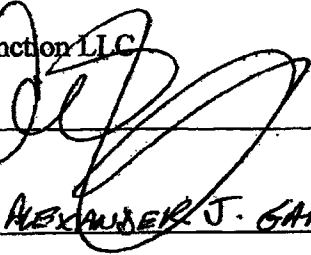
**Seller:**

AG/Sanction LLC

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

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

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



ALEXANDER J. GALLO

PRESIDENT & CEO

**Assignee:**

Bayside Gallo Acquisition, LLC

By: Bayside Gallo Holdings, LLC, its manager

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

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

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

[Signature Page to Recordable Assignment of Trademarks – AG/Sanction, LLC]

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

**Seller:**

AG/Sanction LLC

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

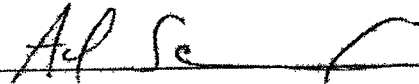
Name: \_\_\_\_\_

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

**Assignee:**

Bayside Gallo Acquisition, LLC

By: Bayside Gallo Holdings, LLC, its manager

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

**Adam Schimel**

Name: **Authorized Signatory**

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

[Signature Page to Recordable Assignment of Trademarks – AG/Sanction, LLC]

**Table A-4**

**ASSIGNED MARKS**

<u>Owner</u>	<u>Mark</u>	<u>Registration or Application No.</u>
AG/Sanction LLC	VERDICAL	3,450,122
AG/Sanction LLC	SANCTION SOLUTIONS	3,686,462
AG/Sanction LLC	SANCTION	3,284,527
AG/Sanction LLC	VERDICT SYSTEMS	3,284,526