

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Professional Records Management, Inc.		01/06/2012	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Archive Systems, Inc.		
Street Address:	39 Plymouth Street		
City:	Fairfield		
State/Country:	NEW JERSEY		
Postal Code:	07004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3648695	PRM TOTAL CONTROL	
CORRESPONDENCE DATA			
Fax Number:	(856)779-8716		
Phone:	856-779-8700		
Email:	tsuhaj@beckermeisel.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:	Timothy J. Szuhaj		
Address Line 1:	220 Lake Drive East		
Address Line 2:	Suite 102		
Address Line 4:	Cherry Hill, NEW JERSEY 08002		
NAME OF SUBMITTER:	Timothy J. Szuhaj		
Signature:	/Timothy J. Szuhaj/		
Date:	02/02/2012		

OP \$40.00 3648695

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement is made and entered into as of January 6, 2012 (this "Assignment"), made by and among Professional Records Management, Inc., a Georgia corporation ("**PRM**"), Larry C. Corley and Paula S. Corley, as joint tenants with rights of survivorship, residing at 2913 Misty Rock Cove, Dacula, Georgia 30019, (the "**Shareholders**" and together with PRM the "**Assignors**") and Archive Systems, Inc., a Delaware corporation (together with any successors and assigns, the "**Assignee**").

Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement") by and among the parties hereto.

Pursuant to the Purchase Agreement, Assignors have agreed to sell, convey, assign and transfer to Assignee all of their right, title and interest in and to all of the Intellectual Property of PRM, including, without limitation, the trademark(s) listed on Schedule 1 attached hereto (the "Trademarks").

The parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and filing this Assignment with the United States Patent and Trademark Office and with any State or County office as Assignee may deem to be appropriate to effectuate the assignment and transfer of the Trademarks to Assignee.

In consideration of the premises and the mutual representations, warranties, covenants and agreements contained in the Purchase Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

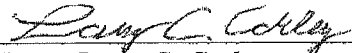
1. Assignors hereby assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to (a) the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations thereof throughout the world, and (d) all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Trademarks.
2. To the extent the Trademarks include any United States trademark application that is based on an intent-to-use, each Assignor hereby acknowledges that this assignment is to a successor to that portion of Assignor's business to which the Trademarks pertain, in accordance with 15 U.S.C. § 1060(a)(1).
3. Each Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademarks.
4. As further set forth in the Purchase Agreement, each Assignor shall, at Assignee's reasonable request, execute such additional agreements and instruments as may be necessary to effect the assignment contemplated hereby and to perfect Assignee's title in and to the Trademarks. In addition, each Assignor shall provide Assignee and its successors, assigns and legal representatives reasonable cooperation and assistance, at Assignee's request and sole cost and expense, (i) in the prosecution or defense of any proceeding that may arise in connection

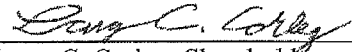
with any of the rights assigned hereby, and (ii) with respect to such other and further action as may be necessary to effect the assignment contemplated hereby and to perfect Assignee's title in and to the Trademarks.


[The next page is the signature page]

IN WITNESS WHEREOF, Assignors have caused this Assignment to be duly authorized and executed as of the date hereof.

Professional Records Management, Inc.

By: 
Name: Larry C. Corley
Title: President/Director


Larry C. Corley, Shareholder, as joint tenant
with right of survivorship with Paula S. Corley


Paula S. Corley, Shareholder, as joint tenant
with right of survivorship with Larry C. Corley

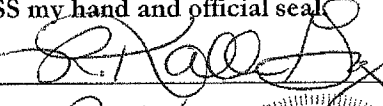
Corporate Acknowledgment

STATE OF GEORGIA)
)
County of Gwinnett) ss.:

I CERTIFY that on January 6, 2012, Larry C. Corley and Paula S. Corley personally came before me and stated to my satisfaction that these persons:

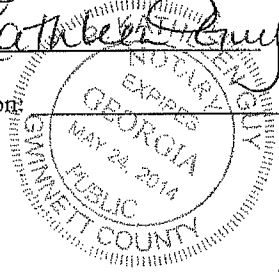
- (a) were the makers of the attached instrument;
- (b) were authorized to and did execute this instrument personally and as the Officers and Shareholders (as applicable) of Professional Records Management, Inc., the entity name in this instrument; and
- (c) executed this instrument as their own act and as the act of the entity named in this instrument.

WITNESS my hand and official seal

Signature: 

Print Name: R. Kathleen Henry

My Commission Expires on _____



Signature page to Professional Records Management, Inc. Intellectual Property Assignment Agreement

SCHEDULE 1
Trademark(s)

Professional Records Management

Professional Records

PRM

PRM Total Control, U.S. Patent and Trademark Office Registration No. 3,648,695,
Registration date June 30, 2009

