

## 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
Intelliworks, Inc.		12/02/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hobsons, Inc.		
Street Address:	50 E-Business Way, Suite 300		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45241		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3893908	INTELLIWORKS	
Registration Number:	1574511	INTELLIWORKS	
CORRESPONDENCE DATA			
Fax Number:	(513)891-2100		
Phone:	513-891-2100		
Email:	fred.gribbell@ieee.org		
<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:	Frederick H. Gribbell		
Address Line 1:	6675 Taylor Road		
Address Line 4:	Cincinnati, OHIO 45248		
ATTORNEY DOCKET NUMBER:	CVI08123.US		
NAME OF SUBMITTER:	Frederick H. Gribbell		
Signature:	/fhg/		

OP \$65.00 3893908

Date:

03/01/2012

Total Attachments: 4

source=cvi8123Assignment#page1.tif

source=cvi8123Assignment#page2.tif

source=cvi8123Assignment#page3.tif

source=cvi8123Assignment#page4.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of December 2, 2011 (this "Assignment") by and between Hobsons, Inc., a Delaware corporation ("Assignee"), and Intelliworks, Inc., a Delaware corporation ("Assignor").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of November 29, 2011 (the "Asset Purchase Agreement"), between Assignee, Assignor and Shareholder Representative Services LLC, as Stockholders' Agent, Assignor has agreed to assign to Assignee all right, title and interest in and to the Intelliworks name and mark and those applications and registrations listed on attached Schedule A, together with the goodwill associated therewith (the "Marks"); and


WHEREAS, Assignor wishes to assign the Marks to Assignee and Assignee wishes to accept the Marks from Assignor.

NOW, THEREFORE, in consideration of the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all right, title, and interest in and to the Marks.
2. Rights and Privileges. All rights, privileges and obligations, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks.
4. Authorization. Assignor authorizes and request the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.
5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any of the conflict of law rules thereof.
6. Effective Date. This Assignment shall be effective as of the Closing.
7. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or other electronic delivery will be effective as delivery of a manually executed counterpart of this Assignment.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

**HOBSONS, INC.**

By:   
Name: Craig Heldman  
Title: President

**INTELLIWORKS, INC.**

By: \_\_\_\_\_  
Name: Todd Gibby  
Title: President

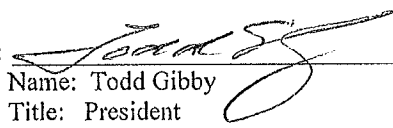
Signature page to Trademark Assignment

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

**HOBSONS, INC.**

By: \_\_\_\_\_  
Name: Craig Heldman  
Title: President

**INTELLIWORKS, INC.**

By:  \_\_\_\_\_  
Name: Todd Gibby  
Title: President

Signature page to Trademark Assignment

SCHEDULE A

Jurisdiction	Trademark	Reg. No. / Ser. No.
U.S.	Intelliworks	3,893,908
U.S.	Intelliworks	1,574,511