

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
Fuss & O'Neill Technologies, LLC		03/01/2012	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	IDI Fandotech, LLC		
Street Address:	16 Chestnut Street, Suite 300		
Internal Address:	c/o Industrial Defender, Inc.		
City:	Foxborough		
State/Country:	MASSACHUSETTS		
Postal Code:	02035		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3977362	BOOMERANG RECOVERY SOLUTIONS	
Registration Number:	3682751	FANDOTECH	
CORRESPONDENCE DATA			
Fax Number:	(617)248-4000		
Email:	tadmin@choate.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:	Elizabeth A. Walker		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2004937.0025		
NAME OF SUBMITTER:	Elizabeth A. Walker		

OP \$65.00 3977362

Signature:	/Elizabeth A. Walker/
Date:	03/12/2012
Total Attachments: 7 source=IDI_Fandotech -- Trademark and Domain Name Assignment Agreement#page1.tif source=IDI_Fandotech -- Trademark and Domain Name Assignment Agreement#page2.tif source=IDI_Fandotech -- Trademark and Domain Name Assignment Agreement#page3.tif source=IDI_Fandotech -- Trademark and Domain Name Assignment Agreement#page4.tif source=IDI_Fandotech -- Trademark and Domain Name Assignment Agreement#page5.tif source=IDI_Fandotech -- Trademark and Domain Name Assignment Agreement#page6.tif source=IDI_Fandotech -- Trademark and Domain Name Assignment Agreement#page7.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (this “**Agreement**”) is entered into as of March 1, 2012 by and between Fuss & O’Neill Technologies, LLC, a Connecticut limited liability company (“**Assignor**”) and IDI Fandotech, LLC, a Delaware limited liability company (“**Assignee**”) (each a “**party**,” and collectively, the “**parties**”). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of the Company Intellectual Property included in the Purchased Assets as described in the Purchase Agreement (the “**Purchased Intellectual Property**”), including, without limitation, the trademarks, trademark registrations and trademark applications (including any and all goodwill associated therewith) set forth on Schedule A hereto (the “**Trademarks**”) and the internet domain names (including any and all goodwill associated therewith) and the domain name registrations therefor set forth on Schedule B hereto (the “**Domain Names**”);

WHEREAS, Assignor, Fuss & O’Neill, Inc., John W. Boyd Jr., Joseph Bucceri, Frank Gesino, Industrial Defender, Inc. and Assignee have entered into that certain Asset Purchase Agreement, dated as of February 17, 2012 (the “**Purchase Agreement**”), pursuant to which Assignee agrees to purchase the Purchased Assets as set forth in the Purchase Agreement from Assignor, including all of Assignor’s right, title and interest in and to the Purchased Intellectual Property; and

WHEREAS, the execution and delivery of this Agreement is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all right, title and interest in and to the Purchased Intellectual Property, including, without limitation, the Trademarks and the Domain Names, and all registrations and applications therefor, in the United States and in all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and/or foreign countries, now or hereafter in effect, and any and all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement, dilution, misappropriation, or other violation thereof, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives.

2. Further Instruments. The parties hereby agree to execute all such further bills of sale, assignments, instruments of transfer and agreements as may reasonably be necessary in order to transfer more fully and effectively the Purchased Intellectual Property.

3. No Impairment of Purchase Agreement. This Agreement shall not be construed as a waiver of, or to limit, terminate, modify or derogate from the representations, warranties, covenants and agreements set forth in the Purchase Agreement.

4. Severability, Governing Law. This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement. This Agreement shall be governed by and construed in accordance with the internal laws of The Commonwealth of Massachusetts, without regard to its conflicts of laws principles.

5. Successors and Assigns. This Agreement, and all provisions hereof, shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the parties hereto.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same Agreement. Delivery of a copy of this Agreement or such other document bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

7. Headings. The headings of Articles and Sections herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof.

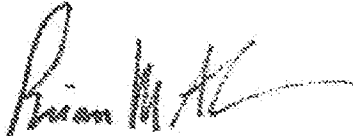
8. Amendments. This Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the parties or their respective successors and assigns; provided that in the event of any conflict between the terms hereof and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[Signature page follows]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

ASSIGNEE:

IDI FANDOTECH, LLC

By: 

Name: Brian M. Ahern

Title: President

ASSIGNOR:

FUSS & O'NEILL TECHNOLOGIES, LLC

By: _____

Name: Peter H. Grose

Title: President

[Signature Page to Trademark and Domain Name Assignment Agreement]

TRADEMARK
REEL: 004735 FRAME: 0063

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

ASSIGNEE:

IDI FANDOTECH, LLC

By: _____

Name: Brian M. Ahern

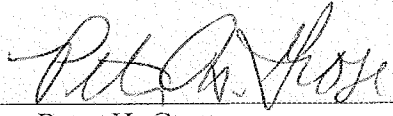
Title: President

ASSIGNOR:

FUSS & O'NEILL TECHNOLOGIES, LLC

By: FUSS & O'NEILL, INC.

Title: Manager

By:  _____

Name: Peter H. Grose

Title: President

SCHEDULE A
TRADEMARKS



360^{IT}

360^{ITV}



- **BOOMERANG RECOVERY SOLUTIONS – Reg. No. 3977362, Reg. Date June 14, 2011**



- **FANDOTECH – Reg. No. 3682751, Reg. Date Sept. 15, 2009**

SCHEDULE B
DOMAIN NAMES

- www.fandotech.com
- www.offsitelow.com
- www.ctdatacenter.com