

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																	
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Monitor Company Group Limited Partnership</td> <td></td> <td>06/13/2012</td> <td>LIMITED PARTNERSHIP: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Monitor Company Group Limited Partnership		06/13/2012	LIMITED PARTNERSHIP: DELAWARE						
Name	Formerly	Execution Date	Entity Type														
Monitor Company Group Limited Partnership		06/13/2012	LIMITED PARTNERSHIP: DELAWARE														
RECEIVING PARTY DATA																	
<table border="1"> <tr> <td>Name:</td> <td>Monitor Government Venture Services, LLC</td> </tr> <tr> <td>Street Address:</td> <td>100 Bayview Circle</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 360</td> </tr> <tr> <td>City:</td> <td>Newport Beach</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>92660</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>				Name:	Monitor Government Venture Services, LLC	Street Address:	100 Bayview Circle	Internal Address:	Suite 360	City:	Newport Beach	State/Country:	CALIFORNIA	Postal Code:	92660	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Monitor Government Venture Services, LLC																
Street Address:	100 Bayview Circle																
Internal Address:	Suite 360																
City:	Newport Beach																
State/Country:	CALIFORNIA																
Postal Code:	92660																
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE																
PROPERTY NUMBERS Total: 1																	
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>77713467</td> <td>MONITOR 360</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Serial Number:	77713467	MONITOR 360								
Property Type	Number	Word Mark															
Serial Number:	77713467	MONITOR 360															
CORRESPONDENCE DATA																	
<p>Fax Number: 6174430004 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 6174439292 Email: trademarks@sunsteinlaw.com Correspondent Name: Steven A Abreu Address Line 1: 125 Summer Street Address Line 4: Boston, MASSACHUSETTS 02110-1618</p>																	
ATTORNEY DOCKET NUMBER:	2008/291																
NAME OF SUBMITTER:	Steven A. Abreu																
Signature:	/Steven Abreu/																

CH \$40.00 77713467

Date:

06/19/2012

Total Attachments: 5

source=MONITOR 360 Executed Assignment#page1.tif

source=MONITOR 360 Executed Assignment#page2.tif

source=MONITOR 360 Executed Assignment#page3.tif

source=MONITOR 360 Executed Assignment#page4.tif

source=MONITOR 360 Executed Assignment#page5.tif

CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (the "Assignment"), entered into as of June 13, 2012 (the "Effective Date"), is made by and between Monitor Company Group Limited Partnership, a limited partnership organized under the laws of Delaware, with its principal place of business at Two Canal Park, Cambridge, MA 02141 (the "Assignor"), and Monitor Government Venture Services, LLC, a limited liability corporation organized under the laws of Delaware, with its principal place of business at 100 Bayview Circle, Suite 360, Newport Beach, California 92660 (the "Assignee").

In consideration of the value received and the mutual covenants of the parties, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Background. Assignor assigned the trademarks set forth on Schedule A attached hereto (the "Trademarks"), together with the goodwill associated therewith, to the Assignee. Assignor now confirms its assignment of the Trademarks to Assignee and Assignee confirms that it accepted such assignment on the terms and conditions set forth in this Assignment.
2. Grant. Assignor has sold, assigned, and transferred, to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademarks, including all common law rights, trademark applications, registrations, and renewals, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademarks. If Assignor's prior assignment is, for any reason, ineffective, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademarks, including all common law rights, trademark applications, registrations,

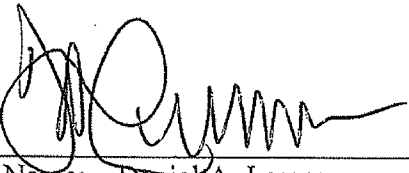
and renewals, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademarks.

3. Further Acts / Recordal. Assignor further covenants with Assignee to execute when requested such additional assignments, instruments and documents as may reasonably be necessary to effectuate this Assignment and to enable the Assignee to record the Assignment in the territories concerned, including recordations of assignment of trademark suitable for filing with the United States Patent and Trademark Office and equivalent foreign agencies. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes Assignee to apply for the recordal of the assignment of the Trademarks and to request the trademark offices in the territories concerned to issue to the Assignee any and all documents covering the Trademarks.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, Assignor has caused this Confirmatory Trademark Assignment to be executed as of the Effective Date.

Monitor Company Group Limited Partnership

By: 
Name: Daniel A. Lasman
Title: Chief Financial Officer

Date: June 13, 2012

DECLARATION OF ACCEPTANCE BY ASSIGNEE

The above named Assignee, Monitor Government Venture Services LLC, hereby declares that with effect from the date below, it accepts the Trademarks, including all goodwill of the business symbolized by such Trademarks including all rights to recover past, present and future damages for infringement, assigned to it by Assignor, Monitor Company Group Limited Partnership, pursuant to the foregoing Confirmatory Trademark Assignment.

Monitor Government Venture Services LLC

By: 

Date: June 13, 2012

Name: Douglas Randall
Title: Vice President

SCHEDULE A

The Trademarks being assigned include all formatives of the marks listed below, namely, all marks comprised of or containing any of the marks listed below, including, but not limited to the marks in all colors, styles, fonts, combinations of upper and lower case letters:

Trademarks:

MONITOR 360

Related Pending Applications and Registrations:

TRADEMARK	JURISDICTION	APPLICATION NUMBER	REGISTRATION NUMBER
MONITOR 360	US	77/713467	3,701,673

02008/00291 1654307.1