

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
Atlas Group Limited		06/24/2012	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	VFA, Inc.
Street Address:	226 Summer Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02210-1112
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85195196	MDW
Serial Number:	85195155	MUNICIPAL DATAWORKS
Registration Number:	2996891	PROCAPP
Registration Number:	2269398	RECAPP
Registration Number:	3517327	STRATCAPP
Registration Number:	3602529	TCPS
Registration Number:	2886973	HARFAN

CORRESPONDENCE DATA

Fax Number: 4048792932
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (404) 879-2432
 Email: atltrademarks@wcsr.com
 Correspondent Name: Marcy L. Sperry
 Address Line 1: P.O. Box 7037
 Address Line 2: Womble, Carlyle, Sandridge & Rice, LLP

CH \$190.00 85195196

Address Line 4: Atlanta, GEORGIA 30357-0037

ATTORNEY DOCKET NUMBER:	VFA/ALTUS ASSMT (BLAKES)
NAME OF SUBMITTER:	Marcy L. Sperry
Signature:	/Marcy L. Sperry/
Date:	07/18/2012

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is effective as of June 29, 2012 ("Effective Date") by and between Atlas Group Limited, a corporation of Ontario (Canada) with a principal place of business at 33 Yonge Street, Suite 500, Toronto, Ontario M5E 1G4, Canada ("Assignor"), and VFA, INC., a corporation of Delaware (United States), having a principal place of business at 266 Summer Street, Boston, MA 02210-1112 ("Assignee").

RECITALS

WHEREAS, Assignor, has adopted, has used and is using, and is the registered owner of the United States trademarks referenced in Exhibit A (the "U.S. Marks");

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the U.S. Marks, any registrations thereof, and any and all goodwill associated therewith worldwide; and

WHEREAS, this Assignment is being entered into pursuant to the terms of an Asset Purchase Agreement, dated May 2, 2012, among Assignor, Assignee, Physical Planning Technologies, Ltd. and VFA Canada Corporation (the "Purchase Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration; the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Assignor hereby assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title, and interest in and to the U.S. Marks, together with the goodwill of the business connected with the use thereof and symbolized thereby, any and all registrations for the U.S. Marks and rights of renewal and extensions thereof, all common-law rights related to the U.S. Marks, and all causes of action and rights of recovery for infringement, dilutions, and violations of the foregoing prior to the Effective Date, on a worldwide basis.
2. The parties hereby acknowledge and agree that this Assignment is a legal, valid, and binding obligation, and that Assignor has full power and authority to enter into and perform its obligations under this Assignment.
3. As of the Effective Date, Assignee and its successors and assigns shall hold and enjoy the entire right, title, and interest in and to the U.S. Marks as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.
4. Assignor shall, without additional consideration, take such further actions, and execute promptly such further documents, as are necessary to effect, record, and complete the Assignment herein, including any action or documents that may be necessary to protect, secure, and vest good and marketable title to the U.S. Marks in Assignee.

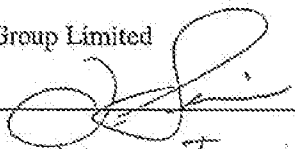
5. This Assignment may be executed in one or more counter parts, each of which shall be deemed an original, and, when taken together, shall constitute one and the same agreement.
6. This Agreement is understood and agreed to be subject to all the terms and conditions set forth in the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound hereby,
have caused this Assignment of Trademarks to be executed and delivered as of the Effective
Date first written above.

ASSIGNOR:

Atlas Group Limited

By:  _____

Name: Liana Turrin

Title: General Counsel and Secretary.

ASSIGNEE:

VFA, INC.

By:  _____

Name: James Summers

Title: Chief Financial Officer

SCHEDULE A

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date
United States	MDW	85195196 2010/12/10	---
United States	MUNICIPAL DATAWORKS	85195155 2010/12/10	---
United States	PROCAPP	78097246 2001/12/07	2996891 2005/09/20
United States	RECAPP	75176267 1996/10/03	2269398 1999/08/10
United States	STRATCAPP	77180635 2007/05/14	3517327 2008/10/14
United States	TCPS	78841432 2006/03/20	3602529 2009/04/07
United States	HARFAN	76305407 2001/08/27	2886973 2004/09/21