

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
Berkshire Information Systems, Inc.		11/30/2011	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA	
Name:	Berkshire Bank
Street Address:	24 North Street
City:	Pittsfield
State/Country:	MASSACHUSETTS
Postal Code:	01201
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2400386	TLMS TOTAL LEAD MANAGEMENT SYSTEM

CORRESPONDENCE DATA

Fax Number: 4134580137
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 413-458-0136
 Email: lwilcox@dubendorf-law.com
 Correspondent Name: Donald R. Dubendorf, Attorney At Law
 Address Line 1: 125 Park Street, Suite 4
 Address Line 2: P.O. Box 546
 Address Line 4: Williamstown, MASSACHUSETTS 01267

NAME OF SUBMITTER:	Donald R. Dubendorf
Signature:	/donald r. dubendorf/

OP \$40.00 2400386

Date:

12/14/2012

Total Attachments: 2

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DEBTOR'S VOLUNTARY SURRENDER, CONSENT & WAIVER

THIS VOLUNTARY SURRENDER, CONSENT & WAIVER is made this 30th day of November, 2011 by BERKSHIRE INFORMATION SYSTEMS, INC., a Massachusetts corporation (the "Debtor").

PRELIMINARY STATEMENT

The Debtor is indebted to BERKSHIRE BANK, a Massachusetts corporation with a usual place of business at Pittsfield, Massachusetts (the "Bank"), pursuant to the terms of two Promissory Notes, copies of which are annexed hereto as Exhibits A and B (the "Notes").

The Debtor secured payment of the Notes by granting to the Bank a security interest in all of its assets described in Exhibit C annexed hereto (the "Assets") by executing and delivering to the Bank a Security Agreement (the "Security Agreement") executed in connection with the Notes granting the Bank a security interest in Debtor's assets (the "Security Interest").

Debtor is in default under the Notes because, *inter alia*, Debtor is insolvent.

On November 30, 2011, the Debtor voluntarily surrendered its Assets to the Bank.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The Debtor hereby acknowledges and agrees that it has voluntarily surrendered to the Bank all of the Debtor's Assets subject to the Security Agreement. To the extent that the Assets are not now physically located at the Debtor's former place of business at Valley Mill Building "I" of Valley Industrial Park, Lenox, Massachusetts, the Debtor agrees that it will cooperate with the Bank's efforts to locate and take possession of any other property of the Debtor.
2. The Debtor acknowledges that it is in default of its obligations to the Bank, and that the Bank has the right to exercise the remedies available to it under the Security Agreement and applicable law.
3. The Debtor acknowledges that the Bank's intention is to sell the Debtor's tangible personal property and customer accounts by private sale, pursuant to a Secured Party's Bill of Sale for the sum of \$110,000, which is less than the amount due the Bank on the Notes, and that the Bank will retain and apply the Debtor's accounts receivable to the payment of the Notes.

4. The Debtor consents to such private sale and, pursuant to section 9-504 and any other applicable provisions of the Massachusetts Uniform Commercial Code, hereby renounces and waives its right to any notice with respect to the sale to which it might otherwise be entitled.

Executed this 30 day of November 2011.

DEBTOR
BERKSHIRE INFORMATION SYSTEMS, INC.

By: 
Shawn Ouillette, Executive Vice President

The undersigned guarantor of the Notes hereby consents to the foregoing Voluntary Surrender, Consent & Waiver.


LINDA W. CHMURA