

## 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                    |
|  | Berkshire Bank                               |          | 11/30/2011                        |
|  | Entity Type<br>CORPORATION: MASSACHUSETTS    |          |                                   |
| RECEIVING PARTY DATA   |  |          |                                   |
| Name:  | EXCELSIOR INTEGRATED, LLC                    |          |                                   |
| Street Address:  | 60 Roberts Drive                             |          |                                   |
| City:  | North Adams                                  |          |                                   |
| State/Country:   | MASSACHUSETTS                                |          |                                   |
| Postal Code:   | 01247  |          |                                   |
| Entity Type:   | LIMITED LIABILITY COMPANY: MASSACHUSETTS     |          |                                   |
| PROPERTY NUMBERS Total: 1  |  |          |                                   |
|  | Property Type                                | Number   | Word Mark                         |
|  | Registration Number:                         | 2400386  | TLMS TOTAL LEAD MANAGEMENT SYSTEM |
| CORRESPONDENCE DATA  |  |          |                                   |
| Fax Number:  | 4134580137                                   |          |                                   |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>                              |  |          |                                   |
| 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/                        |          |                                   |
| Date:  | 12/17/2012                                   |          |                                   |
| Total Attachments: 3<br>source=BillOfSale&Assignment#page1.tif<br>source=BillOfSale&Assignment#page2.tif<br>source=BillOfSale&Assignment#page3.tif |  |          |                                   |

OP \$40.00 2400386

SECURED PARTY  
BILL OF SALE AND ASSIGNMENT AGREEMENT

The undersigned BERKSHIRE BANK, a Massachusetts corporation having a usual place of business at 24 North Street, Pittsfield, Massachusetts 01201 (the "Secured Party"), for and in consideration of the sum of

Dollars in cash (the "Purchase Price"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and transfer to Excelsior Integrated LLC, of , Massachusetts (the "Purchaser"), its successor and assigns, all of its right, title and interest in and to the personal property set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Property").

THE SECURED PARTY MAKES NO WARRANTIES (INCLUDING ANY WARRANTIES AS TO TITLE, MERCHANTABILITY OR FITNESS), EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR USE OF THE PROPERTY. THE PROPERTY IS SOLD AS IS AND WHERE IS, AND WITHOUT RECOURSE.

Notwithstanding the foregoing, the Secured Party warrants and represents to the Purchaser that: (i) the Secured Party has been granted a security interest in the Property by BERKSHIRE INFORMATION SYSTEMS, INC., a Massachusetts corporation having a usual place of business at Valley Mill Building "I", Valley Industrial Park, Lenox, Massachusetts 01240 (the "Debtor") and the Secured Party has filed financing statements; (ii) this Secured Party's Sale is made after default by the Debtor; (iii) the Secured Party has notified the Debtor and each guarantor of the Debtor's obligations to the Secured Party of the Secured Party's intention to consummate this secured party's sale; (iv) the Secured Party has provided notification of this secured party's sale to all other secured parties from whom the Secured Party has received written notice of an interest in the Property; and (v) this Bill of Sale and Assignment Agreement transfers the Property to the Purchaser free and clear of the security interest of the Secured Party pursuant to which this secured party's sale is made, and free and clear of any and all security interests or liens subordinate thereto. Secured Party hereby agrees to indemnify Purchaser and hold Purchaser harmless from and against any damages, losses, costs or expenses, including reasonable attorney's fees, arising out of any breach by Secured Party of any representation and warranty contained herein.

By acceptance of this Bill of Sale and delivery of the Property at Valley Mill Building "I" Valley Industrial Park, Lenox, Massachusetts (the "Premises"), Purchaser agrees to indemnify and hold harmless the Secured Party from and against any loss, cost or expense which the Secured Party may incur on account of any claims arising from any damage to the Premises, or to any other properties, caused by the Purchaser's entry upon the Premises or other properties and the disconnection, dismantling, packing or removal of the Property. Purchase further agrees to pay all sales, use and other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transaction contemplated

herein, other than taxes charged upon or by reference to the overall net income or profits of the Secured Party.

IN WITNESS WHEREOF, this Bill of Sale and Assignment Agreement is executed as of this 30<sup>th</sup> day of November, 2011.

BERKSHIRE BANK

By: 

Michael J. Ferry,  
Its Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, SS:

On this 29<sup>th</sup> day of November, 2011, before me, the undersigned notary public, personally appeared, Michael J. Ferry, Senior Vice President of Berkshire Bank, proved to me through satisfactory evidence of identification, which were ( ) valid driver(s) license(s), (✓) personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

  
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, NOTARY PUBLIC

My Commission Expires:

DEBORAH M. CLARK  
NOTARY PUBLIC  
Commonwealth Of Massachusetts  
My Commission Expires  
March 19, 2015

Intellectual Property and Technology

Berkshire Information Systems, Inc. holds U.S. Trademark Reg. No. 2,400,386 for  
**TLMS TOTAL LEAD MANAGEMENT SYSTEM.** (Annexed hereto is the Renewal  
Application dated  
September 16, 2010).