

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
IAB Solutions, LLC		12/31/2012	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	IAB Transition, LLC
Street Address:	233 Northern Boulevard
City:	Clarks Summit
State/Country:	PENNSYLVANIA
Postal Code:	18411
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3006543	MARS MERCURY ACCOUNTS RECEIVABLE SYSTEM EXCLUSIVE SOFTWARE STRATEGIES BY IAB
Registration Number:	3203966	IAB
Registration Number:	3499912	IAB IAB · SOLUTIONS · LLC
Registration Number:	3809316	IAB
Registration Number:	3802048	IAB PARTNERS. SOLUTIONS. RESULTS.
Registration Number:	3874310	IAB PARTNERS. SOLUTIONS. RESULTS.

CORRESPONDENCE DATA

Fax Number: 2125549651
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212.613.2071
 Email: cclayton@gibbonslaw.com
 Correspondent Name: Catherine M. Clayton
 Address Line 1: Gibbons P.C.

CH \$165.00 3006543

Address Line 2: One Penn Plaza, 37th Floor
Address Line 4: New York, NEW YORK 10119

ATTORNEY DOCKET NUMBER: 107971.82288

NAME OF SUBMITTER: Catherine M. Clayton

Signature: /cmc/

Date: 02/12/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into effective as of December 31, 2012 (the "Effective Date"), by and among IAB SOLUTIONS, LLC, a Delaware limited liability company ("Assignor"), and IAB TRANSITION, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of December 31, 2012 (the "Purchase Agreement"), pursuant to which Assignee will acquire the assets of, and assume certain of the liabilities of, Assignor; and

WHEREAS, subject to the terms and conditions of this Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire, all right, title and interest in and to the Assigned IP (as defined below). Capitalized terms not defined herein have the meanings given in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the sum of FIVE AND NO/100 DOLLARS (\$5.00) in hand paid and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee (each, a "Party" and collectively, the "Parties") agree as follows.

1. DEFINITIONS.

1.1. "Assigned IP" means: each of the trademarks ("Trademarks"), copyrightable material ("Copyrights"), and patents and patent applications (collectively, "Patents"), trade names, corporate and company names, service marks, trade secrets, proprietary software (whether in source code, object code, or other form) including the MARS proprietary web-based workflow solution, websites and domain names registered in the name of Assignor and described on Schedule A attached hereto.

2. TRANSFER OF ASSIGNED IP.

2.1. Transfer. Assignor hereby transfers, grants, assigns, conveys and sells to Assignee, free and clear of any and all liens, security interests and other encumbrances, all right, title and interest in and to the Assigned IP, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, together with all rights to registration, renewal and extension of the Assigned IP (as applicable), to the full term or terms for which the Assigned IP may be issued, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Assigned IP with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

- 2.2. Delivery. On the Closing Date, Assignor shall deliver to Assignee possession of all documents, software (including source code and object code), books and records and other items included in the Assigned IP and which are in the possession or control of Assignor.
- 2.3. Further Assurances. Assignor hereby waives any and all paternity, integrity and other similar rights that it may now, or in the future, have that are embodied in the Assigned IP. Additionally, upon Assignee's request from time to time, Assignor shall execute and deliver to Assignee such bills of sale, endorsements, assignments and other instruments of assignment, transfer and conveyance, in form and substance reasonably satisfactory to Assignee, as may be necessary to vest in Assignee all of Assignor's right, title and interest in and to the Assigned IP, and shall take such other reasonable steps as may be necessary or appropriate to place Assignee in actual possession and operating control of all of the Assigned IP.

3. RECORDING.

- 3.1. Copyrights. Assignor hereby authorizes the U.S. Copyright Office, and any agent of any country or countries foreign to the United States or any multinational organization whose duty it is to receive or register copyrights or applications therefor, to record Assignee as the owner of the Copyrights and to issue all registrations for said Copyrights, to be in the name of Assignee, as assignee of all of the Copyrights, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.
- 3.2. Trademarks and Patents. Assignor hereby authorizes the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the owner of the Trademarks and Patents.

4. MISCELLANEOUS PROVISIONS.

- 4.1. Governing Law. The validity, interpretation, performance, and enforcement of this Assignment shall be governed by the laws of the State of Delaware. EACH PARTY HERETO WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 4.2. Binding Agreement; No Assignment. This Assignment shall be binding upon, and shall inure to the benefit of, Assignee and Assignor and their respective permitted successors, assigns, heirs, beneficiaries and representatives. This Assignment shall not be assigned by Assignor or Assignee without the prior written consent of the other party, which consents shall not be unreasonably withheld, except that this Assignment may be assigned by Assignee to a parent,

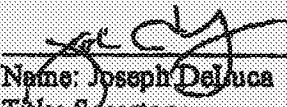
subsidiary or affiliate, or in connection with a merger, acquisition, or similar transaction.

- 4.3. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or to the same counterpart.
- 4.4. Entire Agreement. This Assignment and the Purchase Agreement shall constitute the entire agreement among the parties with respect to the matters covered hereby and shall supersede all previous written, oral or implied understandings among them with respect to such matters.

Signatures Contained on Following Page

IN WITNESS WHEREOF, the parties hereto have signed this Assignment as of the first date above written.

IAB SOLUTIONS, LLC

By: 
Name: Joseph DeLuca
Title: Secretary

IAB TRANSITION, LLC

By: _____
Name: _____
Title: _____

[Signature Page IP Assignment]

IN WITNESS WHEREOF, the parties hereto have signed this Assignment as of the first date above written.

IAB SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

IAB TRANSITION, LLC

By: H. F. Potter
Name: _____
Title: _____

[Signature Page IP Assignment]

Schedule A
Assigned IP

1. Registered Trademarks/ServiceMarks/Copyrights

TRADEMARKS	Reg. No.	Registered	Next Action	
MARS Logo	3006543	10/11/2005	10/11/2015	can let this expire
IAB (letters only)	3203868	1/30/2007	1/30/2013	
IAB Solutions LLC (with magnifier)	3499812	9/9/2008	9/9/2018	
IAB logo (created by DFA)	3809318	6/29/2010	6/29/2016	
IAB logo (created by DFA) with positioning statement-bottom	3802048	6/15/2010	6/15/2016	
IAB logo (created by DFA) with positioning statement-right	3874310	11/9/2010	11/9/2016	

COPYRIGHTS	Reg. No.	Reg. Date
IAB Accounts Receivable Software	TXu1-130-292	7/08/2003
MARS User Guide	TXu1-141-926	10/15/2003

2. Other Intellectual Property:

a) Name for IAB Solutions LLC

b) URLs

- a. www.iabinc.com
- b. www.iabllc.com
- c. www.iabtoday.com
- d. www.crdept.com
- e. www.iabsolutionsllc.com
- f. corp.iabllc.com

c) Telephone and telefax numbers

- a. 800-742-0014 – Clarks Summit headquarters toll free
- b. 570-587-1000 – Clarks Summit headquarters main phone
- c. 570-587-1111 – Clarks Summit fax

d) Proprietary software product - WebMARS