

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

Network Name	Formerly	Execution Date	Entity Type
Alternatives, Inc.		06/05/2007	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	mindSHIFT Technologies, Inc.
Street Address:	309 Waverley Oaks Road
Internal Address:	Suite 301
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02452
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3371541	NETWORK ALTERNATIVES

CORRESPONDENCE DATA

Fax Number: 2122533599
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2122533530
 Email: steven.robinson@mindshift.com
 Correspondent Name: Steven H. Robinson
 Address Line 1: 158 West 27th Street, 5th Floor
 Address Line 2: c/o mindSHIFT Technologies, Inc.
 Address Line 4: New York, NEW YORK 10001

NAME OF SUBMITTER:	Steven H. Robinson
Signature:	/Steven H. Robinson/
Date:	01/03/2014

OP \$40.00 3371541

Total Attachments: 6

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ASSET PURCHASE AGREEMENT

among:

MINDSHIFT TECHNOLOGIES, INC.,
a Delaware corporation;

NETWORK ALTERNATIVES, INC.,
a Pennsylvania corporation; and

THOSE STOCKHOLDERS OF NETWORK ALTERNATIVES, INC.
IDENTIFIED HEREIN

Dated June 5, 2007

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated June 5, 2007 (this "*Agreement*"), is made by and among NETWORK ALTERNATIVES, INC., a Pennsylvania corporation (the "*Seller*"); MINDSHIFT TECHNOLOGIES, INC., a Delaware corporation (the "*Purchaser*"); and those principal stockholders of the Seller identified on the signature pages hereto (each, a "*Stockholder*" and, collectively, the "*Stockholders*"). Certain capitalized terms used in this Agreement are defined in *Annex A*.

RECITALS

A. Seller is engaged in the business of providing both remote and on-site managed IT services, desktop management services, server based software application delivery, and IT system integration services (as conducted by the Seller on the Closing Date, the "*Business*").

B. The Stockholders are the executive officers of Seller, the holders of a majority of the outstanding capital stock of the Seller and constitute all members of the Seller's board of directors.

C. The parties wish to provide for the sale of substantially all of the assets of the Seller relating to the Business to the Purchaser on the terms set forth in this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

1. SALE OF ASSETS; PURCHASE PRICE; ASSUMED LIABILITIES; ESCROW.

1.1 **Sale of Assets.** Concurrently with the execution and delivery of this Agreement by each of the parties, at the Closing (as defined below), the Seller shall cause to be sold, assigned, transferred, conveyed and delivered to the Purchaser, good and valid title to the Assets (as defined below), free and clear of any Encumbrances (other than Permitted Encumbrances), on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, "*Assets*" shall mean and include (a) all of the properties, rights, interests and other tangible and intangible assets of the Seller (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with generally accepted accounting principles) related to, used or held for use by Seller in connection with the Business, including, without limitation, those Assets described on Part 1.1 of the Disclosure Schedule and (b) any other assets that are owned by any Affiliate of the Seller and that are needed for the conduct of, or are useful in connection with, the Business; *provided, however*, that the Assets shall not include any Excluded Assets. Without limiting the generality of the foregoing, the Assets shall include all of Seller's right, title and interest in and to:

(g) all Acquired Proprietary Assets and goodwill of the Seller (including, without limitation, the right to use the names "Network Alternatives" and "NAI" and the other trade names and trademarks used by the Seller in the Business, and the Seller Proprietary Assets identified in Part 2.7 of the Disclosure Schedule);

Asset Purchase Agreement
mindSHIFT Technologies, Inc and Network Alternatives, Inc.
June 5, 2007

Pages 3-30 of the agreement have been intentionally omitted.

IN WITNESS WHEREOF, the parties have caused this ASSET PURCHASE AGREEMENT to be executed and delivered as of the date first written above.

SELLER:

NETWORK ALTERNATIVES, INC.

By: 

Edward Grubb
President

PURCHASER:

MINDSHIFT TECHNOLOGIES, INC.


By: _____

Paul Chisholm
Chief Executive Officer

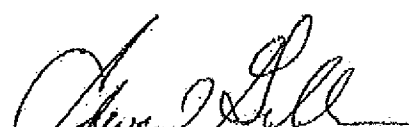
STOCKHOLDERS:


EDWARD GRUBB


STEVEN HATCH


PATRICK MCCORMICK

STOCKHOLDERS' REPRESENTATIVE:


EDWARD GRUBB

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties have caused this ASSET PURCHASE AGREEMENT to be executed and delivered as of the date first written above.

SELLER:

NETWORK ALTERNATIVES, INC.


By: _____

Edward Grubb
President

PURCHASER:

MINISHIFT TECHNOLOGIES, INC.

By: _____


Paul Chisholm
Chief Executive Officer

STOCKHOLDERS:

EDWARD GRUBB

STEVEN HATCH

PATRICK MCCORMICK

STOCKHOLDERS' REPRESENTATIVE:

EDWARD GRUBB

[Signature Page to Asset Purchase Agreement]