

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
DataMentors, LLC		01/31/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	DataMentors, LLC		
Street Address:	301 Edgewater Place		
Internal Address:	Suite 425		
City:	Wakefield		
State/Country:	MASSACHUSETTS		
Postal Code:	01880		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2638769	DATAMENTORS	
Registration Number:	4271598	DATAFUSE	
CORRESPONDENCE DATA			
Fax Number:	5184877777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5184877643		
Email:	cbartini@woh.com		
Correspondent Name:	Colleen A. Bartini		
Address Line 1:	One Commerce Plaza		
Address Line 2:	Whiteman Osterman & Hanna		
Address Line 4:	Albany, NEW YORK 12260		
NAME OF SUBMITTER:	Colleen Bartini		
Signature:	/colleen bartini/		

OP \$65.00 2638769

Date:

02/12/2014

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of January 31, 2014 by DataMentors, LLC, a Florida limited liability company ("Assignor").

RECITALS

WHEREAS, Assignor owns the trademarks and service marks listed on Schedule A attached hereto (the "Marks") that are registered or are the subject of a pending application in the United States Patent and Trademark Office;

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Assignor, DataMentors Holdings, Inc., Robert Orf, Beverly Tannenbaum and DataMentors, LLC, a Delaware limited liability company ("Assignee"), Assignor has agreed to transfer certain intellectual property rights, including, without limitation, the Marks, to Assignee; and

WHEREAS, Assignee desires to acquire all rights, title and interests in, to and under the Marks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

1. All capitalized words and terms used in this Trademark Assignment and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.
2. Upon the terms and subject to the conditions of the Purchase Agreement, Assignor hereby conveys, assigns, transfers and delivers absolutely to Assignee, its successors and assigns, all rights, title and interests throughout the world in and to the Marks and the registrations and applications for registration, together with the goodwill of the business connected with and symbolized by the Marks and all rights and powers arising or accrued therefrom including, without limitation, the right to sue and recover damages and other remedies for future and past infringements of the Marks and to fully and entirely stand in the place of Assignor in all matters related thereto.
3. Assignor agrees to take such further action and to execute such additional documents as may be necessary to perfect or confirm Assignee's title in and to the Marks.
4. Assignor hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Trademark Assignment to Assignee and to issue any Certificates of Registration in the name of Assignee. Assignor hereby covenants that the Commissioner has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreements inconsistent herewith.
5. Assignor, by its execution of this Trademark Assignment, and Assignee, by its acceptance of this Trademark Assignment, each hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies or obligations of any party under the

Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument, and this Trademark Assignment shall not create any additional obligation or liability for Assignor or Assignee beyond those already specified in or contemplated by the Purchase Agreement and is intended only to assist with consummation of the transactions contemplated by the Purchase Agreement.

6. This Trademark Assignment is made subject to, and with the benefit of, the respective representations, warranties, covenants, terms, conditions, limitations and other provisions of the Purchase Agreement and in the event of any conflict or other inconsistency between this Trademark and the Purchase Agreement, the Purchase Agreement shall govern and be the controlling document.

7. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its choice of law rules. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Trademark Assignment. The failure of any party hereto to enforce at any time any provision of this Trademark Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Trademark Assignment or any part hereof or the right of any party thereafter to enforce each and every such provision. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

DATAMENTORS, LLC
a Florida limited liability company

By: [Signature]
Name: Robert Orf
Title: Manager

State of Florida)
County of Hillsborough)

Then personally appeared the above named Assignor and acknowledged the foregoing act to be his free act and deed, before me, this 31 of June, 2014.

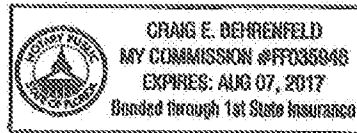
[Signature]
Notary Public _____

My commission expires: _____

Acknowledged and accepted:

DATAMENTORS, LLC
a Delaware limited liability company

By: [Signature]
Name: Edward C. Williams III
Title: Director



[Signature Page to the DATAMENTORS, LLC Trademark Assignment Agreement]

SCHEDULE A
TO
TRADEMARK/SERVICEMARK ASSIGNMENT

Trademark/Service mark	Registration No.	Jurisdiction	Date of Registration
DATAMENTORS (SM)	2638769	USA	10/22/02
DATAFUSE TM	4271598	USA	1/8/13