

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APAC Customer Services, Inc.		02/25/2014	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Protocol Criminal Justice, Inc.		
Street Address:	621 NW 53 Street, Suite 700		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86059370	PROTOCOL	
Serial Number:	86059520	PROTOCOL GLOBAL SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	561-653-5000		
Email:	ip@akerman.com, angela.martin@akerman.com, peter.chiabotti@akerman.com		
Correspondent Name:	AKERMAN LLP		
Address Line 1:	P.O. BOX 3188		
Address Line 4:	WEST PALM BEACH, FLORIDA 33402-3188		
ATTORNEY DOCKET NUMBER:	0273533		
NAME OF SUBMITTER:	Peter A. Chiabotti		
SIGNATURE:	/Peter A. Chiabotti/		
DATE SIGNED:	04/01/2014		
Total Attachments: 6			
source=Protocol TM Assignment#page1.tif			
source=Protocol TM Assignment#page2.tif			
source=Protocol TM Assignment#page3.tif			

CH \$65.00 86059370

TRADEMARK

source=Protocol TM Assignment#page4.tif

source=Protocol TM Assignment#page5.tif

source=Protocol TM Assignment#page6.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into as of February 25, 2014 ("Effective Date"), by and between APAC Customer Services, Inc., a Pennsylvania corporation having an address of 5085 West Park Boulevard Plano, TX 75093 ("Assignor"), and Protocol Criminal Justice, Inc., a Florida corporation having an address of 621 NW 53 Street, Suite 700, Boca Raton, FL 33487 ("Assignee").

Recitals

A. Assignor has adopted, and immediately prior to Closing, was the owner of all right, title and interest in and to the trademarks set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, all common law rights with respect thereto (collectively, the "Assigned Trademarks");

B. In accordance with that certain Asset Purchase Agreement between Assignor and Assignee dated on even date herewith (the "Asset Purchase Agreement"), Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to acquire, Assignor's entire right, title and interest in and to the Assigned Trademarks; and

C. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

Terms

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademarks and all registrations and applications for registration thereof and all common law rights with respect thereto together with all goodwill of the business in which the mark is used and which is symbolized by the Assigned Trademarks, including, but not limited to, all benefits, privileges, causes of action, and remedies relating to such Assigned Trademarks, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) all rights and causes of action to recover past, present and future damages, royalties, fees, profits and other relief including, but not limited to, equitable and injunctive relief ensuing from past, present and future infringement of the Assigned Trademarks, (c) grant licenses or other interests therein and (d) otherwise fully and entirely stand in the place of Assignor in all matters related thereto.

3. Further Assurances. Assignor shall execute any instruments or documents and perform all other acts necessary or appropriate, in the reasonable discretion of the Assignee, to further evidence the intent and purpose of this Assignment.

4. No Impact on Terms of Asset Purchase Agreement. Notwithstanding any provision to the contrary set forth herein or in the Asset Purchase Agreement or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the Parties) set forth in the Asset Purchase Agreement, this Assignment being intended solely to effect the transfer of the Assigned Trademarks strictly in accordance with the terms of the Asset Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail and govern.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

[Intentionally Left Blank—Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment intending to be legally bound as of the Effective Date.

ASSIGNOR:

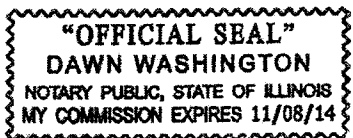
APAC Customer Services, Inc.

By: Lloyd Cochran
Name: Lloyd Cochran
Title: SVP

STATE OF Illinois)
COUNTY OF DUPAGE) ss:

The foregoing Assignment was acknowledged before me this 24 day of Feb., 2014 by Lloyd Cochran, the SVP of APAC Customer Services, Inc., a Pennsylvania corporation, on behalf of the corporation. He/she is personally known to me or who has produced IL ID (type of identification) as identification.

Dawn Washington
NOTARY PUBLIC, STATE OF Illinois
Dawn Washington
(Print, Type or Stamp Commissioned Name of Notary Public)



ASSIGNEE:

Protocol Criminal Justice, Inc.

By: _____
Name: SHAYN MARCH
Title: VP & Assistant Treasure

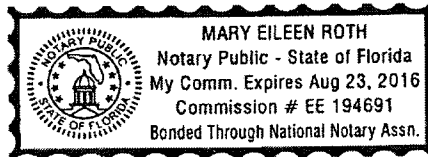
STATE OF Florida)
COUNTY OF Palm Beach) ss:

The foregoing Assignment was acknowledged before me this 25 day of Feb, 2014 by Shayn March, the VP & Assis. Treas of Protocol Criminal Justice, Inc., a Florida corporation, on behalf of the company. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Mary Eileen Roth

NOTARY PUBLIC, STATE OF _____

(Print, Type or Stamp Commissioned Name of Notary Public)



Schedule 1

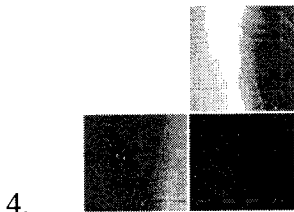
Trademark Registrations and Applications:

Mark	Country	App. No. Reg. No.	Date Filed Date Registered	Goods/Services
PROTOCOL	United States	App: 86/059370 Reg: n/a	Filed: 9/9/2013 Reg: n/a	Class 35: business marketing and direct marketing services; direct marketing advertising for others; telemarketing; market research; order fulfillment services; operation of telephone call centers and contact centers for others; e-marketing services for others, namely, business data analysis and database management, mailing list preparation and management, promoting goods and services of others via chat rooms, and email marketing services for others
PROTOCOL GLOBAL SOLUTIONS	United States	App: 86/059520 Reg: n/a	Filed: 9/9/2013 Reg: n/a	Class 35: business marketing and direct marketing services; direct marketing advertising for others; telemarketing; market research; order fulfillment services; operation of telephone call centers and contact centers for others; e-marketing services for others, namely, business data analysis and database management, mailing list preparation and management, promoting goods and services of others via chat rooms, and email marketing services for others.
PROTOCOL	Canada	App: 1182784 Reg: TMA649024	Filed: 6/26/2003 Reg: 9/27/2005	Business marketing and direct marketing consulting for third parties, telemarketing, market research and order fulfillment services, namely shipping goods to customers in response to orders, warehousing, inventory management, payment and returns processing, computerized database management including data mining and custom reporting.

Unregistered Trademarks:

1. PROTOCOL GOVERNMENT SOLUTIONS SAVING AGENCIES TIME AND MONEY





protocol

888-251-1854

www.protocolmarketing.com

©2008 Protocol. All rights reserved.

4.



5.

protocol
GOVERNMENT SOLUTIONS
■ Saving agencies time and money

6.