

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379185

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Centris Group, LLC		04/01/2016	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Frontline Technologies Group LLC		
<b>Street Address:</b>	1400 Atwater Drive		
<b>City:</b>	Malvern		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19355		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2816466	BOCES DIRECT	
<b>Registration Number:</b>	4631208	BOCES SYNC	
<b>Registration Number:</b>	4631207	BOCESSYNC	
<b>Registration Number:</b>	2814672	MEDICAID DIRECT	
<b>Registration Number:</b>	2814670	CENTRIS GROUP	
<b>Registration Number:</b>	2814671	IEP DIRECT	
<b>Registration Number:</b>	3070223	GUIDANCE DIRECT	
<b>Registration Number:</b>	3740509	RTIM DIRECT	
<b>Registration Number:</b>	4101487	CENTRISSYNC	
<b>Registration Number:</b>	4414657	TRANSLATIONDIRECT	
<b>Registration Number:</b>	4469248	TRANSLATIONDIRECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-201-3865		
<b>Email:</b>	sharon.patterson@goldbergkohn.com		
<b>Correspondent Name:</b>	Sharon Patterson, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd., 55 E. Monroe St.		

OP \$290.00 2816466

**Address Line 2:** Ste. 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	1989.392
<b>NAME OF SUBMITTER:</b>	Sharon Patterson
<b>SIGNATURE:</b>	/sharon patterson/
<b>DATE SIGNED:</b>	04/04/2016

**Total Attachments: 5**

source=Trademark Assignment Agreement#page1.tif  
source=Trademark Assignment Agreement#page2.tif  
source=Trademark Assignment Agreement#page3.tif  
source=Trademark Assignment Agreement#page4.tif  
source=Trademark Assignment Agreement#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (“Trademark Assignment”) is made as of April 1, 2016 by and between CENTRIS GROUP, LLC, a New York limited liability company (“Seller”), and FRONTLINE TECHNOLOGIES GROUP LLC, a Delaware limited liability (“Purchaser”). Each of Seller and Purchaser is individually referred to from time to time herein as a “Party” and collectively as the “Parties.”

**WHEREAS**, Purchaser and Seller have entered into an Asset Purchase Agreement dated as of even date herewith (the “Purchase Agreement”), whereby Purchaser will acquire from Seller the ownership of and rights in and to the Purchased Property (as defined in the Purchase Agreement); and

**WHEREAS**, pursuant to the Purchase Agreement, Seller has transferred, assigned, conveyed, sold and delivered to Purchaser, among other assets, certain intellectual property of Seller, including, without limitation, those trademarks and trademark applications listed on the attached Schedule 1, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

**NOW, THEREFORE**, in connection with the Parties’ obligations set forth in the Purchase Agreement, the Parties agree as follows:

1. **Definitions.** Capitalized terms used in this Trademark Assignment that are not defined in the body of this Trademark Assignment have the meanings given to them in the Purchase Agreement.

2. **Assignment.** In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably transfers, assign, conveys, sells and delivers to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. **Recordation and Further Actions.** Seller authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other governmental officials to record and register this Trademark Assignment upon request by Purchaser. Seller shall, at Purchaser’s sole cost and expense, take such steps and actions following the date hereof, including the execution of any documents,

files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Purchaser, or any assignee or successor thereto.

4. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that the representations, warranties, covenants, exhibits, agreements, notice procedures and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. **Counterparts.** This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one agreement. Execution and delivery of this Trademark Assignment by exchange of facsimile or other electronically transmitted counterparts bearing the signature of a Party will be equally as effective as delivery of a manually executed counterpart of such Party.

6. **Enforcement.** The failure of either Party to enforce any terms or provisions of this Trademark Assignment will not waive any rights under such terms and provisions.

7. **Successors and Assigns; Assignment; No Third-Party Beneficiaries.** This Trademark Assignment will inure to the benefit of and be binding upon the successors and assigns of the Parties. Neither this Trademark Assignment nor any of the rights, interests or obligations hereunder will be assignable by (i) Seller without the prior written consent of Purchaser, or (ii) Purchaser without the prior written consent of Seller; provided, however, Purchaser may (A) assign its rights under this Trademark Assignment to any affiliate of Purchaser or to any future purchaser of Purchaser or its assets or (B) collaterally assign any or all of its rights and interests hereunder to one or more lenders of Purchaser or its affiliates. Nothing in this Trademark Assignment will confer upon any person not a party to this Trademark Assignment any rights or remedies of any nature or kind whatsoever under or by reason of this Trademark Assignment.

8. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

**IN WITNESS WHEREOF**, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

**CENTRIS GROUP, LLC**

By:   
Name: *Thomas Reap*  
Title: *CEO*

**FRONTLINE TECHNOLOGIES GROUP LLC**

By: \_\_\_\_\_  
Name: Todd A. Orlando  
Title: Chief Financial Officer & Secretary

*[Signature Page to Trademark Assignment Agreement]*

**IN WITNESS WHEREOF**, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

**CENTRIS GROUP, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**FRONTLINE TECHNOLOGIES GROUP LLC**

By:  \_\_\_\_\_  
Name: Todd A. Orlando  
Title: Chief Financial Officer & Secretary

*[Signature Page to Trademark Assignment Agreement]*

## Schedule 1

### ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

#### REGISTERED TRADEMARKS:

1. Service Mark for “BOCES DIRECT” registered by Seller, effective as of February 24, 2004, with the United States Patent and Trademark Office (Registration # 2,816,466).
2. Service Mark for “BOCES SYNC” registered by Seller, effective as of November 4, 2014, with the United States Patent and Trademark Office (Registration # 4,631,208).
3. Service Mark for “BOCES SYNC and Design” registered by Seller, effective as of November 4, 2014, with the United States Patent and Trademark Office (Registration # 4,631,207).
4. Service Mark for “MEDICAID DIRECT” registered by Seller, effective as of February 17, 2004, with the United States Patent and Trademark Office (Registration # 2,814,672).
5. Service Mark for “CENTRIS GROUP” registered by Seller, effective as of February 17, 2004, with the United States Patent and Trademark Office (Registration # 2,814,670).
6. Service Mark for “IEP DIRECT” registered by Seller, effective as of February 17, 2004, with the United States Patent and Trademark Office (Registration # 2,814,671).
7. Service Mark for “GUIDANCE DIRECT” registered by Seller, effective as of March 21, 2006, with the United States Patent and Trademark Office (Registration # 3,070,223).
8. Service Mark for “RTIM DIRECT” registered by Seller, effective as of January 19, 2010, with the United States Patent and Trademark Office (Registration # 3,740,509).
9. Service Mark for “CENTRISSYNC” registered by Seller, effective as of February 21, 2012, with the United States Patent and Trademark Office (Registration # 4,101,487).
10. Service Mark for “TRANSLATIONDIRECT” registered by Seller, effective as of October 8, 2013, with the United States Patent and Trademark Office (Registration # 4,414,657).
11. Service Mark for “TRANSLATIONDIRECT and Design” registered by Seller, effective as of January 21, 2015, with the United States Patent and Trademark Office (Registration # 4,469,248).