

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEOPLESTRATEGY, INC.		10/17/2014	Corporation:
RECEIVING PARTY DATA			
Name:	PETER CLARKE		
Street Address:	25 Mary Joy Lane		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06903		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2121748	ARGOS	
CORRESPONDENCE DATA			
Fax Number:	2033231800		
<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>			
Phone:	(203) 323-1800		
Email:	pto@gordonjacobson.com		
Correspondent Name:	GORDON & JACOBSON, P.C.		
Address Line 1:	60 LONG RIDGE ROAD		
Address Line 2:	SUITE 407		
Address Line 4:	STAMFORD, CONNECTICUT 06902		
NAME OF SUBMITTER:	Christian Mannino		
SIGNATURE:	/Christian Mannino/		
DATE SIGNED:	10/26/2017		
Total Attachments: 43			
source=Assign2-AsFiled-EMP-TM-001#page1.tif			
source=Assign2-AsFiled-EMP-TM-001#page2.tif			
source=Assign2-AsFiled-EMP-TM-001#page3.tif			
source=Assign2-AsFiled-EMP-TM-001#page4.tif			
source=Assign2-AsFiled-EMP-TM-001#page5.tif			

OP \$40.00 2121748

source=Assign2-AsFiled-EMP-TM-001#page6.tif
source=Assign2-AsFiled-EMP-TM-001#page7.tif
source=Assign2-AsFiled-EMP-TM-001#page8.tif
source=Assign2-AsFiled-EMP-TM-001#page9.tif
source=Assign2-AsFiled-EMP-TM-001#page10.tif
source=Assign2-AsFiled-EMP-TM-001#page11.tif
source=Assign2-AsFiled-EMP-TM-001#page12.tif
source=Assign2-AsFiled-EMP-TM-001#page13.tif
source=Assign2-AsFiled-EMP-TM-001#page14.tif
source=Assign2-AsFiled-EMP-TM-001#page15.tif
source=Assign2-AsFiled-EMP-TM-001#page16.tif
source=Assign2-AsFiled-EMP-TM-001#page17.tif
source=Assign2-AsFiled-EMP-TM-001#page18.tif
source=Assign2-AsFiled-EMP-TM-001#page19.tif
source=Assign2-AsFiled-EMP-TM-001#page20.tif
source=Assign2-AsFiled-EMP-TM-001#page21.tif
source=Assign2-AsFiled-EMP-TM-001#page22.tif
source=Assign2-AsFiled-EMP-TM-001#page23.tif
source=Assign2-AsFiled-EMP-TM-001#page24.tif
source=Assign2-AsFiled-EMP-TM-001#page25.tif
source=Assign2-AsFiled-EMP-TM-001#page26.tif
source=Assign2-AsFiled-EMP-TM-001#page27.tif
source=Assign2-AsFiled-EMP-TM-001#page28.tif
source=Assign2-AsFiled-EMP-TM-001#page29.tif
source=Assign2-AsFiled-EMP-TM-001#page30.tif
source=Assign2-AsFiled-EMP-TM-001#page31.tif
source=Assign2-AsFiled-EMP-TM-001#page32.tif
source=Assign2-AsFiled-EMP-TM-001#page33.tif
source=Assign2-AsFiled-EMP-TM-001#page34.tif
source=Assign2-AsFiled-EMP-TM-001#page35.tif
source=Assign2-AsFiled-EMP-TM-001#page36.tif
source=Assign2-AsFiled-EMP-TM-001#page37.tif
source=Assign2-AsFiled-EMP-TM-001#page38.tif
source=Assign2-AsFiled-EMP-TM-001#page39.tif
source=Assign2-AsFiled-EMP-TM-001#page40.tif
source=Assign2-AsFiled-EMP-TM-001#page41.tif
source=Assign2-AsFiled-EMP-TM-001#page42.tif
source=Assign2-AsFiled-EMP-TM-001#page43.tif

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made effective as of October 17, 2014 (the "Effective Date"), by and between Peter Clarke, an individual ("Buyer"), and PeopleStrategy, Inc., a Delaware corporation and ERC Dataplus, Inc., a Connecticut corporation (collectively, "Seller").

RECITALS:

WHEREAS, on or about December 29, 2012, pursuant to a purchase agreement by and among Seller, Buyer, and Paul Rathblott ("Rathblott") (the "Purchase Agreement"), Seller purchased 100% of the outstanding equity securities of ERC Dataplus, Inc., a Connecticut corporation, from Buyer and Rathblott;

WHEREAS, as partial consideration under the Purchase Agreement, Seller issued a promissory note in favor of Buyer (the "Note");

WHEREAS, on January 1, 2014, Seller and Buyer entered into a Marketing Rep Agreement, Master Services Agreement, Statement of Work and Statement of Work Consulting Agreement (collectively, the "Contractor Services Agreements")

WHEREAS, disputes arose between Seller, Buyer and Rathblott relating to the Purchase Agreement;

WHEREAS, on or about July 11, 2014, Seller, Buyer and Rathblott entered into that certain settlement agreement (the "Settlement Agreement"), resolving all such disputes relating to the Purchase Agreement;

WHEREAS, the Settlement Agreement contemplated that Buyer might buy, and Seller might sell, certain assets of Seller, originally acquired by Seller pursuant to the Purchase Agreement;

WHEREAS, Buyer desires to purchase certain assets from Seller, and Seller desires to sell certain assets to Buyer, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SALE OF ASSETS

1.1 Sale of the Acquired Assets. Subject to the terms and conditions set forth in this Agreement, effective as of the Effective Date, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller, the assets, rights, and interests, free and clear of any and all liens or other encumbrances, of all of the tangible and intangible property utilized by Seller exclusively in the delivery of the services identified on Schedule 1.1(a) (the "Services"), including, but not limited to the following:

(a) all right, title and interest of Seller in, under and to the computer software systems utilized by Seller exclusively in the delivery of the Services, including all source code and object code versions, the operating environments (e.g. Novell, Linux, etc.) for such systems, and all documentation that is required for the operations of such systems (collectively, the “Software”);

(b) the equipment and machinery (identified by brand, type and serial number where applicable/available) listed on Schedule 1.1(b) attached hereto, including all documentation that is required for the operations of such equipment and machinery (collectively, the “Hardware”);

(c) all right, title and interest of Seller in, under and to those oral and written agreements and contract rights relating exclusively to the Services, whether or not listed on Schedule 1.1(c) attached hereto, including the past and current customer lists and billing information relating exclusively to such agreements (collectively, the “Assignment Agreements”);

(d) the domain names listed on Schedule 1.1(d) attached hereto (collectively, the “Domain Names”);

(e) any and all trademarks, service marks, trade names, copyrights and patents (including registrations pertaining thereto) owned by or licensed to the Seller and related exclusively to the Services, including but not limited to those U.S. registered trademarks listed on Schedule 1.1(e) attached hereto, and (ii) any and all trade secrets, confidential business information, discoveries, inventions, know-how and any and all other intellectual property rights owned by or licensed to Seller and related exclusively to the Services (collectively, the “Intellectual Property”);

(f) all prior customers of the Services and customer prospects for the Services (collectively, the “Prospects”); and

(g) the right to bill and collect all of the fees (i.e. revenues) earned from and after November 1, 2014, in respect to the Services (collectively, the “Receivables”)

The Software, the Hardware, the Assignment Agreements, the Domain Names, the Intellectual Property, the Prospects and the Receivables are collectively referred to herein as the “Acquired Assets.”

1.2. Excluded Liabilities. Notwithstanding anything contained herein to the contrary, Buyer is not and will not be a successor-in-interest of Seller and, except for the Assumed Liabilities (as hereinafter defined), Buyer is not assuming any liability of Seller hereunder of whatever nature or kind, whether presently in existence or arising after the Effective Date. All such other liabilities will be retained by and remain liabilities of Seller.

1.3. Excluded Assets. Seller is not selling, transferring, assigning or delivering to Buyer, and Buyer is not purchasing from Seller, any assets or property of Seller other than the

Acquired Assets.

1.4. Assumed Liabilities. The only liabilities that Buyer is assuming are the obligations to provide the Services pursuant to the Assigned Agreements as of and after the Effective Date (collectively, the "Assumed Liabilities").

ARTICLE 2. CONSIDERATION

2.1. Purchase Price. As total consideration for the Acquired Assets, on the Effective Date, Buyer shall deliver to Seller the Note marked across its face "CANCELLED" and upon delivery thereby shall forever release and discharge Seller of any and all of its obligations under the Note, including any obligation to pay principal and interest (the "Purchase Price").

2.2. Allocation of Purchase Price. Buyer and Seller agree that the value of the Acquired Assets listed on Schedule 1.1(b) is \$45,419.66. For the remainder of the Acquired Assets, Buyer and Seller shall mutually agree to the allocation of the Purchase Price among them. Buyer and Seller shall report the transactions contemplated herein for tax purposes in accordance with such mutually-agreed allocation and Section 1060 of the Internal Revenue Code of 1986, as amended and shall not take an inconsistent position therefrom at any tax audit or other examination or proceeding by an United States governmental agency or authority. Buyer and Seller shall cooperate with each other with respect to the preparation and filing of Form 8594 or other applicable United States Internal Revenue Service form or forms.

2.3. Seller's Deliveries. On the Effective Date, Seller shall execute and deliver to Buyer the following:

(a) the General Assignment and Bill of Sale attached hereto as Exhibit A and incorporated herein by reference; and

(b) the Transition Services Agreement by and between the parties dated on the Effective Date (the "TSA"), a copy of which is attached hereto as Exhibit B and incorporated herein by reference;

(c) duly executed assignments of the U.S. registered trademarks set forth on Schedule 1.1(e), in the form attached hereto as Exhibit C and incorporated herein by reference; and

(d) Amendments to Security Agreements by and between Seller and Rathblott and Buyer (collectively, the "Amendments to Security Agreements"), in the forms attached hereto as Exhibit D-1 and Exhibit D-2 and incorporated herein by reference.

2.4. Buyer's Deliveries. On the Effective Date, Buyer shall execute and deliver to Seller the following:

(a) the Purchase Price (in the form of the Note marked across its face "CANCELLED"); and

(b) the TSA.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

3.1. Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation.

3.2. Authority. Seller has full power and authority to make, execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The making, execution, delivery and performance of this Agreement and the agreements and documents contemplated herein and the consummation of the transactions contemplated hereby have been duly authorized by all necessary proceedings of Seller. The representatives of Seller whose signatures appear on this Agreement have been duly authorized to execute this Agreement on behalf of Seller. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

3.3. No Conflicts. The making, execution, delivery and performance of this Agreement and the agreements and documents contemplated herein and the consummation of the transactions contemplated hereby do not and will not: (a) violate or conflict with any provision of Seller's governing documents; (b) violate or conflict with any provision, or result, with or without notice or lapse of time or both, in the default, acceleration or breach of any contract, license, commitment, note, mortgage, pledge, indenture, loan or other agreement or obligation by which Seller, or the Assets are affected or bound; or (c) result in the creation or imposition of any lien or other encumbrance.

3.4. Title to the Acquired Assets. Seller is the absolute owner of, with good and marketable title to, the Acquired Assets and the Acquired Assets are free and clear of restrictions on or conditions to transfer or assignment, and free and clear of all liens or other encumbrances.

3.5. No Rights. No rights or permission of Seller or any other party are necessary to use, make, manufacture, reproduce, distribute, display, perform, market, license, sell, offer to sell, modify, adapt, translate, enhance, improve, update, or create derivative works based upon any material Intellectual Property owned by Seller.

3.6. Privacy. Seller maintains in connection with its operations, activity, conduct and business on the World Wide Web ("Web") and any and all other applicable Internet operations, activity, conduct, and business, a written privacy statement or policy governing the collection, maintenance, and use of data and information collected from users of Web sites owned, operated, or maintained by, on behalf of, or for the benefit of Seller in connection with, related to, pursuant to, in the conduct of, or as part the business relating to the Acquired Assets.

3.7. Compliance with Law. To Seller's actual knowledge, it currently conducts the business relating to the Acquired Assets in compliance in all material respects with all laws applicable to the conduct of such business. Seller has not received any written notice from, nor does any Seller have any actual knowledge that, any governmental authority or other person or

entity is claiming or threatening to claim any violation or potential violation of any law with respect to the Acquired Assets.

3.8. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 3, THE ACQUIRED ASSETS WILL BE CONVEYED BY SELLER AND ACCEPTED BY BUYER AS IS, WHERE IS AND WITH ALL FAULTS, DEFECTS, IMPERFECTIONS AND LIABILITIES, WITH NO WARRANTIES, INCLUDING, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL OF WHICH WARRANTIES (BOTH EXPRESS AND IMPLIED) SELLER HEREBY DISCLAIMS.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

4.1. No Conflicts. The making, execution, delivery and performance of this Agreement by Buyer and the agreements and documents contemplated herein and the consummation of the transactions contemplated hereby will not violate or conflict with any provision, or result, with or without notice or lapse of time or both, in the default, acceleration or breach of any contract, license, commitment, note, mortgage, pledge, indenture, loan or other agreement by which Buyer is affected or bound.

4.2. Consents and Approvals. No filings with, notices to or approvals of any United States governmental or regulatory body or any governmental or regulatory agency of any state or local government or any other person are necessary to be obtained by Buyer for the consummation of the transactions contemplated hereby.

ARTICLE 5. ACTIONS AFTER THE EFFECTIVE DATE

5.1. Further Actions. Subsequent to the Effective Date, for no additional consideration but at the expense of the requesting party, each of the parties shall execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer and assumption, and each shall provide the other with full access to such records, reasonably requested by the other party for the purpose of assigning, transferring, granting, conveying and confirming Buyer's possession of and or rights to any or all of the Acquired Assets to be conveyed, transferred and assumed under this Agreement, or as reasonably requested by Seller in connection with the Seller's tax, financial or other business purposes.

ARTICLE 6. CONFIDENTIAL INFORMATION; NON-SOLICIT

6.1. Confidential Information.

(a) Buyer recognizes and acknowledges that it has in the past, currently has, and in the future may possibly have, access to certain confidential information of Seller not relating to the Acquired Assets, including, without limitation, operational policies, pricing and cost policies, list of consultants, customer lists, and other information of Seller (collectively, the "Seller Confidential Information"). Buyer agrees not to disclose the Seller Confidential

Information to any person, firm, corporation, association or other entity for any purpose or reason whatsoever, except (i) to authorized representatives of Buyer, and (ii) to counsel and other professional advisors; provided that such authorized representatives and professional advisors are informed of and directed to comply with the confidentiality provisions of this Section 6.1(a), unless (1) such information becomes known to the public generally through no fault of Buyer or (2) disclosure is required by applicable law, regulation, court order, subpoena or other compulsory process; provided, however, that prior to disclosing any information pursuant to this clause (2), Buyer shall give prior written notice thereof to Seller and provide Seller with the opportunity to contest or limit such disclosure. For the avoidance of doubt, the restrictions on disclosure contained in this Section 6.1(a), shall not apply to, and the Seller Confidential Information shall not be deemed to include, any confidential information of Seller used exclusively and directly in connection with the Acquired Assets.

(b) Seller recognizes and acknowledges that it has in the past, currently has, and in the future may possibly have, access to certain confidential information relating to the Acquired Assets, including, without limitation, operational policies, pricing and cost policies, list of consultants, customer lists, and other information relating to the Acquired Assets (collectively, the "Buyer Confidential Information"). Seller agrees not to disclose the Buyer Confidential Information to any person, firm, corporation, association or other entity for any purpose or reason whatsoever, except (i) to authorized representatives of Seller, and (ii) to counsel and other professional advisors; provided that such authorized representatives and professional advisors are informed of and directed to comply with the confidentiality provisions of this Section 6.1(b), unless (1) such information becomes known to the public generally through no fault of Seller or (2) disclosure is required by applicable law, regulation, court order, subpoena or other compulsory process; provided, however, that prior to disclosing any information pursuant to this clause (2), Seller shall give prior written notice thereof to Buyer and provide Buyer with the opportunity to contest or limit such disclosure. For the avoidance of doubt, the restrictions on disclosure contained in this Section 6.1(b) shall not apply to, and the Buyer Confidential Information shall not be deemed to include, any confidential information of Seller not used exclusively and directly in connection with the Acquired Assets.

6.2. Buyer Prohibited Activities. Buyer hereby covenants and agrees that Buyer will not, during the twelve (12) month period following the Effective Date, for any reason whatsoever, directly or indirectly, through or on behalf of Buyer or on behalf of or in conjunction with any other person or entity:

(a) solicit any employee or independent contractor of Seller or induce or attempt to induce any employee or independent contractor to leave the employ of Seller or to terminate a independent contractor relationship with Seller;

(b) solicit any customer, strategic partner, supplier, vendor, representative, distributor, licensor, licensee or business relation of Seller or induce or attempt to induce any such person or entity to cease doing business with Seller, or in any way interfere with the relationship between any such person or entity and Seller; provided, however, nothing contained in the foregoing shall restrict Buyer from in any way dealing with any such person or entity who or which is a party to an Assigned Agreement or any Prospect solely with respect to the Services;
or

(c) call upon any person or entity which is, or has been a customer or client of Seller for the purpose of soliciting or selling services in competition with Seller; provided, however, nothing contained in the foregoing shall restrict Buyer from calling upon any such person or entity who or which is a party to an Assigned Agreement or any Prospect solely with respect to the Services.

6.3. Seller Prohibited Activities. Seller hereby covenants and agrees that Seller will not, during the twelve (12) month period following the Effective Date, for any reason whatsoever, directly or indirectly, through or on behalf of Seller or on behalf of or in conjunction with any other person or entity:

(a) solicit any employee or independent contractor of Buyer or induce or attempt to induce any employee or independent contractor to leave the employ of Buyer or to terminate a independent contractor relationship with Buyer;

(b) solicit any customer, strategic partner, supplier, vendor, representative, distributor, licensor, licensee or business relation of Buyer or induce or attempt to induce any such person or entity to cease doing business with Buyer, or in any way interfere with the relationship between any such person or entity and Buyer; provided, however, nothing contained in the foregoing shall restrict Seller from in any way dealing with any such person or entity who or which is a party to an Assigned Agreement or any Prospect solely with respect to services not in competition with the Services; or

(c) call upon any person or entity which is, or has been a customer or client of Buyer for the purpose of soliciting or selling services in competition with the Services.

6.4 Equitable Relief. Because of the difficulty of measuring economic losses to the parties as a result of a breach of the covenants contained in this Article 6, and because of the immediate and irreparable damage that could be caused for which there may be no other adequate remedy, the parties agree that, in the event of a breach or threatened breach by the other of the covenants contained in this Article 6, either party may, at its option, in addition to seeking any other remedy or relief available to it (including, without limitation, damages at law), seek to enforce the provisions of this Article 6 by injunction and other equitable relief.

6.5. Severability; Reformation. The parties agree that the covenants contained in this Article 6 impose a reasonable restraint in light of the activities, business and future plans of the parties. The covenants contained in this Article 6 are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant. Moreover, in the event any court of competent jurisdiction shall determine that the scope, time or territorial restrictions set forth are unenforceable, then it is the intention of the parties that such restrictions be enforced to the fullest extent that the court deems enforceable and the Agreement shall thereby reformed. Any time periods contained within this Article 6 shall be computed by excluding from such computation any time during which a party is in violation of this Article 6.

ARTICLE 7. MUTUAL RELEASE.

Each party irrevocably and unconditionally releases and forever discharges each other party and its affiliates and their respective past and present directors, officers, members,

managers, employees, representatives, beneficiaries, agents, servants, independent contractors, attorneys, successors and assigns (collectively, the "Released Parties"), of and from any and all demands, rights, causes, causes or manners of action, suits, obligations, liabilities, debts, sums of money, accounts, bills, dues, covenants, undertakings, promises, contracts, agreements, charges, complaints, controversies, grievances, damages, judgments, actions, claims, losses, costs or expenses of any kind whatsoever (including related attorneys' fees and costs), known or unknown, suspected or unsuspected, matured, unmatured or contingent, potential or direct, at law or in equity, whether based in statute, common law or otherwise, that such party may now have or has ever had against any Released Parties by reason of any act, omission, transaction or event occurring prior to the Effective Date; provided, that nothing contained in this Article 7 will limit the ability of any party to enforce the terms and conditions of this Agreement, or to pursue any claim or breach of any term or condition of this Agreement.

ARTICLE 8. TERMINATION OF AGREEMENTS

The Contractor Service Agreements are terminated as of the Effective Date.

ARTICLE 9. NOTICES

All notices and other communications shall be in writing and effective (a) upon receipt if hand delivered, (b) upon transmission if sent by facsimile (with confirmation of transmittal) and confirmed by U.S. mail, (c) one (1) business day after dispatch by a nationally recognized overnight delivery service, or (d) three (3) business days after mailing by certified or registered mail, return receipt requested, to the address stated below, or to such other address as to which any party shall have previously notified the other parties in writing in conformity with this Article 7. For the purposes of this Article 7, the addresses of the parties shall be as follows:

If to Seller:	PeopleStrategy, Inc. 5883 Glenridge Drive, Suite 200, Atlanta, GA 30328 Attn: Susan Stone Email: susan.stone@peoplestrategy.com
With a copy to:	Howard and Howard Attorneys PLLC 200 S. Michigan Ave., Ste. 1100 Chicago, IL 60604 Attn: Mark Ryerson Email: mbr@h2law.com
If to Buyer:	Peter Clarke 25 Mary Joy Lane Stamford, CT 06903 Email: piclarke66@hotmail.com
With a copy to:	Dawn Clarke 25 Mary Joy Lane Stamford, CT 06903

ARTICLE 10. MISCELLANEOUS

10.1. Complete Agreement. This Agreement, including the Schedules and Exhibits referred to herein, is the complete agreement among the parties and supersedes and replaces all prior negotiations and agreements relating to the subject matter hereof. There are no representations, warranties, covenants, conditions, terms, agreements, promises, understandings, commitments or other arrangements whether express or implied other than those expressly set forth or incorporated herein or made in writing on or after the date of this Agreement. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining provisions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by law.

10.2. Governing Law; Arbitration.

(a) This Agreement will be governed by and construed under the laws of the State of Georgia without regard to its conflicts of laws principles.

(b) The parties agree that any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration Association, upon request of either party. In the event that the party requesting arbitration is Seller, the arbitration shall be held in Fairfield County, Connecticut. In the event that the party requesting arbitration is Buyer, the arbitration shall be held in Fulton County, Georgia. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Nothing contained in this Section 10.2(b) shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The prevailing party in any arbitration shall be entitled to an award of its costs and reasonable attorneys fees, in addition to any other relief to which it is entitled.

10.3. Expenses. Except as otherwise specifically provided herein, each of the parties hereto shall pay its respective counsel fees, accounting fees and other costs and expenses incurred in connection with the negotiation, making, execution, delivery and performance of this Agreement. Notwithstanding the foregoing, Seller will pay the UCC3-Filing Amendment Statements fees associated with the Amendments to Security Agreements.

10.4. Survival of Representations and Warranties. All Seller's representations and warranties made hereunder or pursuant hereto or in connection with the transactions contemplated hereby shall survive the Closing for a period of twelve (12) months following the date hereof.

10.5. Transfer and Similar Taxes. Notwithstanding any other provision of this Agreement to the contrary, Buyer will pay all applicable sales, use, privilege, transfer, documentary, stamp, duties, recording and similar taxes and fees (including any penalties,

interest and additions thereto), if any, imposed on the sale of the Acquired Assets to Buyer.

10.6. Public Announcements. Subject to the terms and conditions of the TSA, Buyer and Seller shall consult in good faith with each other before issuing any press release or otherwise making any public statements with respect to the transactions contemplated in this Agreement and neither shall issue any such press release or make any public or private statement or disclosure concerning the transactions contemplated in this Agreement without the prior written approval of the other party. Subject to the foregoing, Buyer shall not be limited in any way in promoting, advertising or marketing the Services.

10.7. Binding Agreement; Successors. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the successors, assigns, heirs, legatees, executors, personal representatives, guardians, custodians, administrators and conservators of the parties hereto, provided that, other than an assignment of this Agreement to 4C's LLC, no assignment of this Agreement shall be effective without the express written consent of the other party, which shall not be unreasonably withheld.

10.8. No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties to this Agreement. Nothing contained in this Agreement shall be deemed to give any person, partnership, joint venture, corporation, governmental authority or other entity any right to enforce any of the provisions of this Agreement, nor shall any of them be a third party beneficiary of this Agreement.

10.9. Waiver. The failure of any party to exercise or enforce any right or remedy conferred upon it hereunder shall not be deemed to be a waiver of any such or other right or remedy nor operate to bar the exercise or enforcement of any thereof at any time thereafter.

10.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10.11. Facsimile Signatures. This Agreement and any other document or agreement executed in connection herewith (other than any document for which an originally executed signature page is required by law) may be executed by delivery of a facsimile or .pdf copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any party delivers a facsimile or .pdf copy of a signature page to this Agreement or any other document or agreement executed in connection herewith, such party shall deliver an originally executed signature page upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by facsimile or .pdf, which has and shall continue to have the same force and effect as the originally executed signature page.

10.12. Interpretation. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any party. The captions of the Sections and Subsections of this Agreement are for convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement. Except as otherwise provided or if the context otherwise requires, whenever used in this

Agreement, (a) any noun or pronoun shall be deemed to include the plural and the singular, (b) the terms "include" and "including" shall be deemed to be followed by the phrase "without limitation," (c) the word "or" shall be inclusive and not exclusive, (d) unless the context otherwise requires, all references to Articles and Sections refer to Articles and Sections of this Agreement and all references to Schedules are to Schedules attached to this Agreement, each of which is made a part of this Agreement for all purposes, (e) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision, (f) any definition of or reference to any law, agreement, instrument or other document herein will be construed as referring to such law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified, and (g) any definition of or reference to any statute will be construed as referring also to any rules and regulations promulgated thereunder.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUYER:


Peter Clarke

Digitally signed by Peter Clarke
DN: cn=Peter Clarke, c=US,
email=piclarke66@hotmail.com
Date: 2014.12.02 14:11:30 -05'00'

Peter Clarke, individually

SELLER:

PEOPLESTRATEGY, INC.,
a Delaware corporation

By:  _____
Digitally signed by David M. Fiocco
DN: cn=David M. Fiocco, o=PeopleStrategy,
Inc, ou=President & COO,
email=David.Fiocco@peoplestrategy.com,
c=US
Date: 2014.12.04 14:53:15 -05'00'

Print Name: David M. Fiocco

Title: President & COO

ERC DATAPLUS, INC.,
a Connecticut corporation

By:  _____
Digitally signed by David M. Fiocco
DN: cn=David M. Fiocco, o=PeopleStrategy,
Inc, ou=President & COO,
email=David.Fiocco@peoplestrategy.com,
c=US
Date: 2014.12.04 14:54:03 -05'00'

Print Name: David M. Fiocco

Title: President & COO

[signature page to Asset Purchase Agreement]

TRADEMARK
REEL: 006190 FRAME: 0853

Schedule 1.1(a)

Services

1. ARGOS Multirater Assessments
2. Selectech 5.2
3. FirstWord
4. LastWord
5. Employee/Climate Surveys
6. Interviewer Training

[Schedule 1.1(a)]

Schedule 1.1(b)

Hardware

HP DL360 G5+G43G5A18:G51	2UX843018W	physical	SVR-StorageII	disk wiped
HP DL360 G5	MXQ807A2SZ	physical	SVR-ESX-04 VM(192.168.168.114)	leave
HP DL360 G5	MXQ807A2ST	physical	SVR-ESX-03 VM(192.168.168.113)	leave
HP DL380 G5	2UX84301B8	physical	SVR-ESX-01 VM(192.168.168.111)	leave
HP DL380 G5	2UX84301A6	physical	SVR-ESX-02 VM(192.168.168.112)	leave
HP DL380 G7	MXQ1030WTC	physical	SVR-ESX-05 VM(192.168.168.115)	leave
HP DL380 G7	MXQ1031271	physical	SVR-Storage	disk wiped
PowerEdge R710	38FSGM1	physical	PS-NOR-VM-02 VM(192.168.168.49)	leave
Dell PowerEdge E620	BPFSCX1	physical	PS-NOR-VM-01 VM(192.168.168.60)	leave
ALTIGEN PBX		physical	ERCPBX	leave
HP DL360 G2	6J29JNT1C07A	physical	SVR-ST5-PR0XY	leave
HP DL360 G4	USM54401KC	physical	SVR-ARGOS360	leave
HP DL360 G4	USM54401RD	physical	SVR-BACKUP	disk wiped
HP DL360 G4	USM639068H	physical	SVR-ST5-WEBVIAPROXY	leave
HP DL360 G5	USM64204KZ	physical	SVR-STAGE-FC12	disk wiped
HP DL360 G5	MXQ828A3TT	physical	MYSQL-96	disk wiped
HP DL360 G5	MXQ828A3TZ	physical	MYSQL-95	disk wiped
HP DL360 G5	MXQ828A3U1	physical	MYSQL-97	disk wiped
HP DL360 G5	USM64205VG	physical	SVR-NW-01	disk wiped
HP DL360 G5	MXQ828A3VC	physical	SVR-DATASTORE1	disk wiped
HP DL360 G5	USM64204L1	physical	SVR-WEB-101	disk wiped
HP DL360 G5	USM64204PL	physical	SVR-WEB-102	disk wiped
HP DL360 G5	MXQ828A3TZ	physical	SVR-MYSQL-94	disk wiped
HP DL380 G4	USX53700UU	physical	svr-boa	disk wiped
HP DL380 G4	USX53700PK	physical	MYSQL-91	disk wiped
HP DL380 G4	USX53700RV	physical	SVR-MYSQL-92	disk wiped
KVM		Physical	ERC KVM	leave
Tower	unknown	physical	Voice Server 3 / IVR	leave
Tower	unknown	physical	WATCHDOG DOS	leave
Tower	unknown	physical	VOSDEV / FSERVE 03	leave
unknown	unknown	physical	WATCHDOG WIN	leave
QNAP Storage	TS-469U	SAN	media for backup server	need to cleanup backups

[Schedule 1.1(b)]

Schedule 1.1(b) (cont.)

9	3COM switch
2	Cisco 2600 Router
3	APC ATS
2	APC PDU AP9563
3	APC SURGE ARREST
2	APC Switched Outlet
4	SonicWall Firewall
1	ALTIGEN PBX
2	Altuscm KH0116 KVM
1	Sony AIT Tape (2)
2	TyLink ONS 1000
2	HP 3700 Color Laser Printers
2	HP 4000 B/W Laser Printers
1	HP 8000 B/W Laser Printer
2	HP workstations
1	Canon Copier
1	Brother Fax
1	28 Inch Viewsonic Monitor

[Schedule 1.1(b) (cont.)]

Schedule 1.1(c)

Assigned Agreements

1. Subscription Agreement with Kuehne + Nagel Inc. dated February 20, 2013.
2. Subscription Agreement for Argos 360 Services with Marriott International dated July 21, 2004
3. Master Services Agreement with Hersha Hospitality LP dated October 15, 2013
4. Master Consultant Agreement with Mercedes Benz, USA dated January 5, 2000
5. Subscription Agreement with Ownes & Minor Medical Inc. dated April 15, 2002
6. Agreement for ARGOS Services with Humanergy Inc. dated April 1, 2008
7. Statement of Work with Lindt USA Inc. dated September 4, 2013

[Schedule 1.1(c)]

Schedule 1.1(d)

Domain Names

1. www.argos360.com
2. Pressone.ercdataplus.com
3. Lastword.ercdataplus.com
4. Firstword.ercdataplus.com
5. Aac.ercdataplus.com
6. Itrain.ercdataplus.com

[Schedule 1.1(d)]

Schedule 1.1(e)

U.S. Registered Trademarks

1. FirstWord® (USPTO Serial No. 78440075)
2. LastWord® (USPTO Serial No. 75820338)
3. ARGOS® (USPTO Serial No. 75226169)

[Schedule 1.1(e)]

Exhibit A

General Assignment and Bill of Sale

[see attached]

[Exhibit A]

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE (this "Bill of Sale") is hereby made and entered into effective as of October 17, 2014 by and between Peter Clarke, an individual ("Buyer"), and PeopleStrategy, Inc., a Delaware corporation and ERC Dataplus, Inc., a Connecticut corporation (collectively, "Seller"). Except as otherwise defined herein, any capitalized terms used herein shall have the same meaning as in that certain asset purchase agreement entered into by and between Buyer and Seller dated even date herewith (the "Asset Purchase Agreement").

1. Assignment and Bill of Sale. For the consideration set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller has bargained and sold and does hereby grant, convey, sell, transfer, assign and set over to Buyer and its successors and assigns, for their own use and benefit forever, all of Seller's right, title and interest in and to the Acquired Assets. Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Acquired Assets against all persons or entities, and to execute and deliver such documents and take any other steps reasonably requested to establish the Buyer's right, title and interest in and to the Acquired Assets.

2. Assumption of Obligations and Liabilities. Pursuant to the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer does hereby assume and agree to pay, perform and discharge the obligations and liabilities of Seller under and with respect to the Assumed Liabilities.

3. Terms of Asset Purchase Agreement. Notwithstanding anything contained herein to the contrary, the sale, transfer, assignment, conveyance, grant and delivery of the Acquired Assets and the assumption of the Assumed Liabilities under this Bill of Sale are subject to and in accordance with the provisions of the Asset Purchase Agreement, which are incorporated herein by reference, and are not intended to and do not expand, limit, alter or modify the rights and obligations of the parties thereunder.

4. Severability. If any provision of this Bill of Sale or the application of any such provision shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

IN WITNESS WHEREOF, the parties have executed and delivered this General Assignment and Bill of Sale as of the date first written above.

BUYER:


Peter Clarke

Digitally signed by Peter Clarke
DN: cn=Peter Clarke, c=US,
email=piclarke66@hotmail.com
Date: 2014.12.02 14:12:15
-05'00'

Peter Clarke, individually


SELLER:

PEOPLE STRATEGY, INC.
a Delaware corporation

By: 
Print Name: David M. Fiacco
Title: President & COO

Digitally signed by David M. Fiacco
DN: cn=David M. Fiacco, o=PeopleStrategy, Inc,
ou=President & COO,
email=David.Fiacco@peoplestrategy.com, c=US
Date: 2014.12.04 15:00:27 -05'00'

ERC DATAPLUS, INC.,
a Connecticut corporation

By: 
Print Name: David M. Fiacco
Title: President & COO

Digitally signed by David M. Fiacco
DN: cn=David M. Fiacco, o=PeopleStrategy, Inc,
ou=President & COO,
email=David.Fiacco@peoplestrategy.com, c=US
Date: 2014.12.04 15:00:50 -05'00'

Exhibit B

Transition Services Agreement

[see attached]

[Exhibit B]

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this "Agreement") is made effective as of October 17, 2014 (the "Effective Date"), by and between Peter Clarke, an individual ("Buyer"), and PeopleStrategy, Inc., a Delaware corporation and ERC Dataplus, Inc., a Connecticut corporation (collectively, "Seller"). Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings given to them in the APA (as defined below).

RECITALS:

WHEREAS, Buyer and Seller entered into that certain Asset Purchase Agreement dated on or about even date hereof (the "APA"), pursuant to which and contemporaneously with the execution of this Agreement, Seller will sell and transfer to Buyer, and Buyer will purchase and receive from Seller, the Acquired Assets.

WHEREAS, pursuant to the APA and as more fully described below, Seller agrees to provide, and Buyer requests to receive, certain specified transition services to assist in the separation and transition of the Acquired Assets from Seller.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope. The parties recognize that many unknown factors may influence the transition and Buyer's operation of the Acquired Assets into the future, and therefore Seller cannot guarantee the services being performed hereunder or the success of any part of the transition effort. Seller shall not be obligated in connection with its performance of the Seller Services (as defined below) to: (i) hire any additional employees, consultants or independent contractors; (ii) maintain the employment of any specific current employees, consultants or independent contractors; (iii) maintain any specific level of staffing; (iv) purchase, lease, or license any additional equipment, software, facility or other asset or property; or (iv) incur any obligation to make additional monetary payments of any kind except as explicitly contemplated herein.

1.1 Provision of Seller Services. Seller agrees to provide, and Buyer is entitled to receive, to the extent provided for herein, those services and rights of use described in Section 2 (collectively, the "Seller Services") from the Effective Date through February 29, 2015 (or such shorter period as specified in Section 2 with respect to the Seller Services set forth therein, unless terminated earlier pursuant to Section 3.2 of this Agreement) (the "Transition Period").

1.2 Right of Substitution. Seller retains the right, in its reasonable discretion, to select, change, modify, substitute and manage any personnel (including Seller's employees, vendors, suppliers or contractors) and any equipment, materials and procedures used in performing the Seller Services so long as it satisfies its obligations under this Agreement.

2. Transition Services.

2.1 Website Support. Until _____, 2014, Seller shall continue to host and support the following websites: www.argos360.com; pressone.ercdataplus.com; lastword.ercdataplus.com; firstword.ercdataplus.com; aac.ercdataplus.com; itrain.ercdataplus.com. Buyer shall transition hosting and support of these websites prior to _____, 2014.

2.2 E-Mail and Phone Support. Until _____, 2015, Seller shall continue to host and support the following e-mail addresses: pclarke@peoplestrategy.com; pclarke@ercdataplus.com; erc_argos360support@peoplestrategy.com; erc_argosfailed@peoplestrategy.com; and erc_argosbcc@peoplestrategy.com. For the Transition Period, Seller shall continue to host and support the following phone number: _____, and from _____ through the expiration of the Transition Period, Seller shall forward to a phone number identified by Buyer, the aforementioned phone number. Buyer shall establish his own e-mail service prior to _____. Buyer shall establish his own phone service following the expiration of the Transition Period.

2.3 Storage, Transfer and Miscellaneous.

(a) Following the Effective Date and during the Transition Period, Seller shall cooperate with Buyer to store any of the Acquired Assets that are to be physically transported to an alternative location, used or operated by Buyer. Following the Effective Date and during the Transition Period, Seller shall also permit Buyer to access such Acquired Assets, as needed as part of its provision of the Seller Services.

(b) Seller shall provide to Buyer all usernames, passwords, vendor contact information, warranty information and backup procedures and information relating to the Hardware.

(c) Seller shall provide to Buyer all names and contact information for the parties to the Assigned Agreements. Within ten (10) days following the Effective Date, Seller and Buyer shall mutually agree on the language and process for notifying such parties of the assignment of the Assigned Agreements.

(d) Following the Effective Date and during the Transition Period, Seller will make its infrastructure team reasonably available to Buyer and such infrastructure team will coordinate and consult with Buyer.

3. Term and Earlier Termination.

3.1 Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect, unless terminated sooner pursuant to the terms hereof, until the expiration of the Transition Period.

3.2 Earlier Termination. Notwithstanding anything contained herein to the contrary, Seller shall have the right to terminate any or all of its obligations under this Agreement if (a) Buyer breaches any of its obligations under this Agreement or the APA, (b) Seller provides Buyer with a written notice describing in reasonable detail the nature of such breach, and (c) Buyer fails to cure such breach within five (5) business days after the receipt of

such notice from Seller.

4. Warranty Disclaimer.

4.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES RESPECTING THE SELLER SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

4.2 IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, PERSONAL INJURY, LOSS OF PRIVACY, LOSS OF BUSINESS INFORMATION OR FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF THE PROVISION OF THE SELLER SERVICES.

5. Miscellaneous.

5.1 Force Majeure. Neither party will be liable for damages because of delays in or failure of performance when the delay or failure is due to acts of God, acts of civil or military authority, fire, earthquake, flood, strikes, war, epidemics, or other cause beyond such party's reasonable control and without its fault or negligence, if the party (a) notifies the other party promptly upon becoming aware of such condition, (b) used commercially reasonable efforts to avoid or uses commercially reasonable efforts to remove the conditions, and (c) continues performance as soon as practicable when the conditions are removed.

5.2 Governing Law; Arbitration.

(a) This Agreement will be governed by and construed under the laws of the State of Georgia without regard to its conflicts of laws principles.

(b) The parties agree that any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration Association, upon request of either party. In the event that the party requesting arbitration is Seller, the arbitration shall be held in Fairfield County, Connecticut. In the event that the party requesting arbitration is Buyer, the arbitration shall be held in Fulton County, Georgia. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Nothing contained in this Section 5.2(b) shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The prevailing party in any arbitration shall be entitled to an award of its costs and reasonable attorneys fees, in addition to any other relief to which it is entitled.

5.3 Binding Agreement; Successors. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the successors, assigns, heirs, legatees, executors,

personal representatives, guardians, custodians, administrators and conservators of the parties hereto, provided that, other than an assignment of this Agreement to 4C's LLC, no assignment of this Agreement shall be effective without the express written consent of the other party, which shall not be unreasonably withheld.

5.4 Entire Agreement. This Agreement and the APA (including the documents referenced or incorporated therein) constitute the entire agreement between the parties relating to the subject matter hereof. Neither this Agreement, nor any provision hereof, may be changed, waived, discharged, supplemented, or terminated orally, but only by an agreement in writing signed by the party against which the enforcement of such change, waiver, discharge, or termination is sought. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision. All rights and remedies existing under this Agreement are cumulative to and not exclusive of any rights or remedies otherwise available.

5.5 Notices. Each party will provide notices under this Agreement as provided for in the APA.

5.6 Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one counterpart has been signed by each party and delivered to the other party. Signatures transmitted by facsimile or electronic mail shall be deemed original signatures.

5.7 Independent Contractors. Each party is an independent contractor of the other and nothing in this Agreement shall be deemed to make either party an agent, employee, partner or joint venturer of the other. No party shall have authority to bind, commit, or otherwise obligate the other in any manner whatsoever. Furthermore, all personnel furnished by Seller to perform the Seller Services, or any portion thereof, will not for any purpose be considered employees, independent contractors or agents of Buyer.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

BUYER:

Peter Clarke

Digitally signed by Peter Clarke
DN: cn=Peter Clarke, c=US,
email=piclarke66@hotmail.com
Date: 2014.12.02 14:12:56 -05'00'

Peter Clarke, individually

SELLER:

PEOPLESTRATEGY, INC.,
a Delaware corporation

By: _____

Print Name: David M. Fiacco

Title: President & COO



Digitally signed by David M. Fiacco
DN: cn=David M. Fiacco, o=PeopleStrategy,
Inc, ou=President & COO,
email=David.Fiacco@peoplestrategy.com,
c=US
Date: 2014.12.04 15:02:16 -05'00'

ERC DATAPLUS, INC.,
a Connecticut corporation

By: _____

Print Name: David M. Fiacco

Title: President & COO



Digitally signed by David M. Fiacco
DN: cn=David M. Fiacco, o=PeopleStrategy,
Inc, ou=President & COO,
email=David.Fiacco@peoplestrategy.com,
c=US
Date: 2014.12.04 15:02:44 -05'00'

[signature page to Transition Services Agreement]

Exhibit C

Trademark Assignment

[see attached]

[Exhibit C]


TRADEMARK ASSIGNMENT

WHEREAS, PeopleStrategy, Inc., a Delaware corporation and ERC Dataplus, Inc., a Connecticut corporation (collectively, "Assignors"), are the owners of the entire right, title and interest, to the Trademark Registrations identified on Schedule A (the "Trademarks");

WHEREAS, Peter Clarke, an individual ("Assignee"), is desirous of acquiring the Trademarks and their associated goodwill;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignors do hereby assign, sell, transfer and set over to Assignee all rights, title, and interest in and to the Trademarks, all goodwill associated with the Trademarks, and all convention and treaty rights of all kinds in all countries of the world with respect to the foregoing, all the aforementioned property rights to be held and enjoyed by Assignee for his own use, benefit and behalf and for the use, benefit, and behalf of Assignee's successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignors, if this assignment had not been made, together with all claims for damages by reason of past infringement of the Trademarks once used and with the right to sue for and collect the same for Assignee's use and behalf and for the use and behalf of Assignee's successors, assigns and other legal representatives.


PEOPLESTRATEGY, INC.,
a Delaware corporation

By: 
Digitally signed by David M. Fiocco
DN: cn=David M. Fiocco, o=PeopleStrategy,
Inc, ou=President & COO,
email=David.Fiocco@peoplestrategy.com,
c=US
Date: 2014.12.04 15:04:57 -05'00'

Its: President & COO

Date: December 12, 2014

ERC DATAPLUS, INC.,
a Connecticut corporation

By: 
Digitally signed by David M. Fiocco
DN: cn=David M. Fiocco, o=PeopleStrategy,
Inc, ou=President & COO,
email=David.Fiocco@peoplestrategy.com,
c=US
Date: 2014.12.04 15:05:18 -05'00'

Its: President & COO

Date: December 12, 2014

Schedule A

Trademarks

1. FirstWord® (USPTO Serial No. 78440075)
2. LastWord® (USPTO Serial No. 75820338)
3. ARGOS® (USPTO Serial No. 75226169)

Error! Unknown document property name.

Exhibit D-1

Amendment to Security Agreement

[see attached]

[Exhibit D-1]

FIRST AMENDMENT TO SECURITY AGREEMENT

THIS FIRST AMENDMENT TO SECURITY AGREEMENT is effective as of October 17, 2014 (this "Amendment") and is made by and between PeopleStrategy, Inc., a Delaware corporation (the "Debtor"), Paul Rathblott, an individual (the "Agent"), and Peter Clarke, an individual ("Clarke" and together with the Agent, the "Secured Parties"). Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement (as defined below).

WHEREAS, on December 29, 2012, the parties, along with ERC Dataplus, Inc., a Delaware corporation ("ERC"), entered into that certain purchase agreement (the "Purchase Agreement")

WHEREAS, on December 29, 2012, in conjunction with the Purchase Agreement, the parties entered into that certain Security Agreement (the "Security Agreement");

WHEREAS, on or about July 11, 2014, the parties and ERC entered into that certain settlement agreement (the "Settlement Agreement"), resolving disputes relating to the Purchase Agreement;

WHEREAS, the Settlement Agreement contemplated that Clarke might buy, and Debtor and ERC might sell, certain assets of Debtor and ERC, originally acquired by Debtor pursuant to the Purchase Agreement;

WHEREAS, Section 8 of the Settlement Agreement requires the Agent to release the security interest in such assets in the event of such a transaction;

WHEREAS, Clarke, Debtor and ERC are entering into that certain Asset Purchase Agreement on or about even date hereof; and

WHEREAS, the parties now desire to amend the Security Agreement on the terms and conditions contained in this Amendment to accomplish such release.

NOW, THEREFORE, in consideration of the premises and further valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are hereby made a part of this Amendment.
2. Amendments to Loan Agreement. Schedule A of the Security Agreement is hereby amended to add the following as a new Section IV:

IV. Notwithstanding anything contained herein to the contrary, the Collateral shall exclude the following:

The assets, rights and interests of all of the tangible and intangible

property utilized by Debtor exclusively in the delivery of the following services: (i) ARGOS Multirater Assessments; (ii) Selectech 5.2; (iii) FirstWord; (iv) LastWord; (v) Employee/Climate Surveys; and (vi) Interviewer Training (collectively, the “Services”), including but not limited to the following:

1. All right, title and interest of Debtor in, under and to the computer software systems utilized by Debtor exclusively in the delivery of the Services, including all source code and object code versions, the operating environments (e.g. Novell, Linux, etc.) for such systems, and all documentation that is required for the operations of such systems.
2. The following equipment and machinery, including all documentation that is required for the operations of such equipment and machinery:

HP DL360 G5+G43G5A18:G51	2UX843018W	physical	SVR-Storage11	disk wiped
HP DL360 G5	MXQ807A2SZ	physical	SVR-ESX-04 VM(192.168.168.114)	leave
HP DL360 G5	MXQ807A2ST	physical	SVR-ESX-03 VM(192.168.168.113)	leave
HP DL380 G5	2UX84301B8	physical	SVR-ESX-01 VM(192.168.168.111)	leave
HP DL380 G5	2UX84301A6	physical	SVR-ESX-02 VM(192.168.168.112)	leave
HP DL380 G7	MXQ1030WTC	physical	SVR-ESX-05 VM(192.168.168.115)	leave
HP DL380 G7	MXQ1031271	physical	SVR-Storage	disk wiped
PowerEdge R710	38FSGM1	physical	PS-NOR-VM-02 VM(192.168.168.49)	leave
Dell PowerEdge E620	BPFSCX1	physical	PS-NOR-VM-01 VM(192.168.168.60)	leave
ALTIGEN PBX		physical	ERCPBX	leave
HP DL360 G2	6J29JNT1C07A	physical	SVR-ST5-PROXY	leave
HP DL360 G4	USM54401KC	physical	SVR-ARGOS360	leave
HP DL360 G4	USM54401RD	physical	SVR-BACKUP	disk wiped
HP DL360 G4	USM639068H	physical	SVR-ST5-WEBVIAPROXY	leave
HP DL360 G5	USM64204KZ	physical	SVR-STAGE-FC12	disk wiped
HP DL360 G5	MXQ828A3TT	physical	MYSQL-96	disk wiped
HP DL360 G5	MXQ828A3TZ	physical	MYSQL-95	disk wiped
HP DL360 G5	MXQ828A3U1	physical	MYSQL-97	disk wiped
HP DL360 G5	USM64205VG	physical	SVR-NW-01	disk wiped
HP DL360 G5	MXQ828A3VC	physical	SVR-DATASTORE1	disk wiped

HP DL360 G5	USM64204L1	physical	SVR-WEB-101	disk wiped
HP DL360 G5	USM64204PL	physical	SVR-WEB-102	disk wiped
HP DL360 G5	MXQ828A3TZ	physical	SVR-MYSQL-94	disk wiped
HP DL380 G4	USX53700UU	physical	svr-boa	disk wiped
HP DL380 G4	USX53700PK	physical	MYSQL-91	disk wiped
HP DL380 G4	USX53700RV	physical	SVR-MYSQL-92	disk wiped
KVM		Physical	ERC KVM	leave
Tower	unknown	physical	Voice Server 3 / IVR	leave
Tower	unknown	physical	WATCHDOG DOS	leave
Tower	unknown	physical	VOSDEV / FSERVE_03	leave
unknown	unknown	physical	WATCHDOG WIN	leave
QNAP Storage	TS-469U	SAN	media for backup server	need to cleanup backups

9	3COM switch
2	Cisco 2600 Router
3	APC ATS
2	APC PDU AP9563
3	APC SURGE ARREST
2	APC Switched Outlet
4	SonicWall Firewall
1	ALTIGEN PBX
2	Altuscm KH0116 KVM
1	Sony AIT Tape (2)
2	TyLink ONS 1000
2	HP 3700 Color Laser Printers
2	HP 4000 B/W Laser Printers
1	HP 8000 B/W Laser Printer
2	HP workstations
1	Canon Copier
1	Brother Fax
1	28 Inch Viewsonic Monitor

3. All right, title and interest of Debtor in, under and to those oral and written agreements and contract rights relating exclusively to the Services, including the past and current customer lists and billing information relating exclusively to such agreements, including but not limited to the following:

- a. Subscription Agreement with Kuehne + Nagel Inc. dated February 20, 2013.

- b. Subscription Agreement for Argos 360 Services with Marriott International dated July 21, 2004
- c. Master Services Agreement with Hersha Hospitality LP dated October 15, 2013
- d. Master Consultant Agreement with Mercedes Benz, USA dated January 5, 2000
- e. Subscription Agreement with Ownes & Minor Medical Inc. dated April 15, 2002
- f. Agreement for ARGOS Services with Humanergy Inc. dated April 1, 2008
- g. Statement of Work with Lindt USA Inc. dated September 4, 2013

4. The following domain names:

- a. www.argos360.com
- b. Pressone.ercdataplus.com
- c. Lastword.ercdataplus.com
- d. Firstword.ercdataplus.com
- e. Aac.ercdataplus.com
- f. Itrain.ercdataplus.com

5. Any and all trademarks, service marks, trade names, copyrights and patents (including registrations pertaining thereto) owned by or licensed to the Debtor and related exclusively to the Services, including but not limited to the U.S. registered trademark for (a) FirstWord® (USPTO Serial No. 78440075); (b) LastWord® (USPTO Serial No. 75820338); and (c) ARGOS® (USPTO Serial No. 75226169), and any and all trade secrets, confidential business information, discoveries, inventions, know-how and any and all other intellectual property rights owned or licensed to Debtor and related exclusively to the Services.

6. All prior customers of the Services and customer prospects for the Services.

7. The right to bill and collect all of the fees (i.e. revenues) earned from

and after November 1, 2014, in respect to the Services.

3. Financing Statements. The Secured Parties hereby agree that Debtor may file one or more financing statements concerning this Amendment without the signature of the Secured Parties appearing thereon.

4. Entire Agreement. This Amendment sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relating to the subject matter. None of the terms or conditions of this Amendment may be changed, modified, waived or cancelled orally or otherwise, except in writing.

5. Full Force and Effect. Except as hereby specifically amended, modified or supplemented, the Security Agreement is hereby confirmed and ratified in all respects and shall remain in full force and affect according to its terms.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy, facsimile or other electronic transmission (including .PDF) shall be effective as delivery of a manually executed counterpart of this Amendment.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date first written above.

DEBTOR:

PeopleStrategy, Inc.,
a Delaware corporation

By: 
Print Name: David M. Fiocco
Title: President & COO

Digitally signed by David M. Fiocco
DN: cn=David M. Fiocco, o=PeopleStrategy, Inc,
ou=President & COO,
email=David.Fiocco@peoplestrategy.com, c=US
Date: 2014.12.04 15:07:43 -05'00'

SECURED PARTIES:

THE AGENT:

Paul Rathblott
Paul Rathblott

CLARKE:

Peter Clarke
Peter Clarke

Digitally signed by Peter Clarke
DN: cn=Peter Clarke, c=US,
email=piclarke66@hotmail.com
Date: 2014.12.03 11:16:01 -05'00'

[signature page to Amendment to Security Agreement]

Exhibit D-2

Amendment to Security Agreement

[see attached]

[Exhibit D-2]

FIRST AMENDMENT TO SECURITY AGREEMENT

THIS FIRST AMENDMENT TO SECURITY AGREEMENT is effective as of October 17, 2014 (this "Amendment") and is made by and between ERC Dataplus, Inc., a Connecticut corporation (the "Debtor"), Paul Rathblott, an individual (the "Agent"), and Peter Clarke, an individual ("Clarke" and together with the Agent, the "Secured Parties"). Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement (as defined below).

WHEREAS, on December 29, 2012, the parties, along with PeopleStrategy, Inc., a Delaware corporation ("PeopleStrategy"), entered into that certain purchase agreement (the "Purchase Agreement")

WHEREAS, on December 29, 2012, in conjunction with the Purchase Agreement, the parties entered into that certain Security Agreement (the "Security Agreement");

WHEREAS, on or about July 11, 2014, the parties and PeopleStrategy entered into that certain settlement agreement (the "Settlement Agreement"), resolving disputes relating to the Purchase Agreement;

WHEREAS, the Settlement Agreement contemplated that Clarke might buy, and PeopleStrategy and Debtor might sell, certain assets of PeopleStrategy and Debtor, originally acquired by PeopleStrategy pursuant to the Purchase Agreement;

WHEREAS, Section 8 of the Settlement Agreement requires the Agent to release the security interest in such assets in the event of such a transaction;

WHEREAS, Clarke, PeopleStrategy and Debtor are entering into that certain Asset Purchase Agreement on or about even date hereof; and

WHEREAS, the parties now desire to amend the Security Agreement on the terms and conditions contained in this Amendment to accomplish such release.

NOW, THEREFORE, in consideration of the premises and further valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are hereby made a part of this Amendment.
2. Amendments to Loan Agreement. Schedule A of the Security Agreement is hereby amended to add the following as a new Section IV:

IV. Notwithstanding anything contained herein to the contrary, the Collateral shall exclude the following:

The assets, rights and interests of all of the tangible and intangible

property utilized by Debtor exclusively in the delivery of the following services: (i) ARGOS Multirater Assessments; (ii) Selectech 5.2; (iii) FirstWord; (iv) LastWord; (v) Employee/Climate Surveys; and (vi) Interviewer Training (collectively, the “Services”), including but not limited to the following:

1. All right, title and interest of Debtor in, under and to the computer software systems utilized by Debtor exclusively in the delivery of the Services, including all source code and object code versions, the operating environments (e.g. Novell, Linux, etc.) for such systems, and all documentation that is required for the operations of such systems.
2. The following equipment and machinery, including all documentation that is required for the operations of such equipment and machinery:

HP DL360 G5+G43G5A18:G51	2UX843018W	physical	SVR-Storage1	disk wiped
HP DL360 G5	MXQ807A2SZ	physical	SVR-ESX-04 VM(192.168.168.114)	leave
HP DL360 G5	MXQ807A2ST	physical	SVR-ESX-03 VM(192.168.168.113)	leave
HP DL380 G5	2UX84301B8	physical	SVR-ESX-01 VM(192.168.168.111)	leave
HP DL380 G5	2UX84301A6	physical	SVR-ESX-02 VM(192.168.168.112)	leave
HP DL380 G7	MXQ1030WTC	physical	SVR-ESX-05 VM(192.168.168.115)	leave
HP DL380 G7	MXQ1031271	physical	SVR-Storage	disk wiped
PowerEdge R710	38FSGM1	physical	PS-NOR-VM-02 VM(192.168.168.49)	leave
Dell PowerEdge E620	BPFSCX1	physical	PS-NOR-VM-01 VM(192.168.168.60)	leave
ALTIGEN PBX		physical	ERCPBX	leave
HP DL360 G2	6J29JNT1C07A	physical	SVR-ST5-PROXY	leave
HP DL360 G4	USM54401KC	physical	SVR-ARGOS360	leave
HP DL360 G4	USM54401RD	physical	SVR-BACKUP	disk wiped
HP DL360 G4	USM639068H	physical	SVR-ST5-WEBVIAPROXY	leave
HP DL360 G5	USM64204KZ	physical	SVR-STAGE-FC12	disk wiped
HP DL360 G5	MXQ828A3TT	physical	MYSQL-96	disk wiped
HP DL360 G5	MXQ828A3TZ	physical	MYSQL-95	disk wiped
HP DL360 G5	MXQ828A3U1	physical	MYSQL-97	disk wiped
HP DL360 G5	USM64205VG	physical	SVR-NW-01	disk wiped
HP DL360 G5	MXQ828A3VC	physical	SVR-DATASTORE1	disk wiped

HP DL360 G5	USM64204L1	physical	SVR-WEB-101	disk wiped
HP DL360 G5	USM64204PL	physical	SVR-WEB-102	disk wiped
HP DL360 G5	MXQ828A3TZ	physical	SVR-MYSQL-94	disk wiped
HP DL380 G4	USX53700UU	physical	svr-boa	disk wiped
HP DL380 G4	USX53700PK	physical	MYSQL-91	disk wiped
HP DL380 G4	USX53700RV	physical	SVR-MYSQL-92	disk wiped
KVM		Physical	ERC KVM	leave
Tower	unknown	physical	Voice Server 3 / IVR	leave
Tower	unknown	physical	WATCHDOG DOS	leave
Tower	unknown	physical	VOSDEV / FSERVE_03	leave
unknown	unknown	physical	WATCHDOG WIN	leave
QNAP Storage	TS-469U	SAN	media for backup server	need to cleanup backups

9	3COM switch
2	Cisco 2600 Router
3	APC ATS
2	APC PDU AP9563
3	APC SURGE ARREST
2	APC Switched Outlet
4	SonicWall Firewall
1	ALTIGEN PBX
2	Altuscm KH0116 KVM
1	Sony AIT Tape (2)
2	TyLink ONS 1000
2	HP 3700 Color Laser Printers
2	HP 4000 B/W Laser Printers
1	HP 8000 B/W Laser Printer
2	HP workstations
1	Canon Copier
1	Brother Fax
1	28 Inch Viewsonic Monitor

3. All right, title and interest of Debtor in, under and to those oral and written agreements and contract rights relating exclusively to the Services, including the past and current customer lists and billing information relating exclusively to such agreements, including but not limited to the following:

- a. Subscription Agreement with Kuehne + Nagel Inc. dated February 20, 2013.

- b. Subscription Agreement for Argos 360 Services with Marriott International dated July 21, 2004
- c. Master Services Agreement with Hersha Hospitality LP dated October 15, 2013
- d. Master Consultant Agreement with Mercedes Benz, USA dated January 5, 2000
- e. Subscription Agreement with Ownes & Minor Medical Inc. dated April 15, 2002
- f. Agreement for ARGOS Services with Humanergy Inc. dated April 1, 2008
- g. Statement of Work with Lindt USA Inc. dated September 4, 2013

4. The following domain names:

- a. www.argos360.com
- b. Pressone.ercdataplus.com
- c. Lastword.ercdataplus.com
- d. Firstword.ercdataplus.com
- e. Aac.ercdataplus.com
- f. Itrain.ercdataplus.com

5. Any and all trademarks, service marks, trade names, copyrights and patents (including registrations pertaining thereto) owned by or licensed to the Debtor and related exclusively to the Services, including but not limited to the U.S. registered trademark for (a) FirstWord® (USPTO Serial No. 78440075); (b) LastWord® (USPTO Serial No. 75820338); and (c) ARGOS® (USPTO Serial No. 75226169), and any and all trade secrets, confidential business information, discoveries, inventions, know-how and any and all other intellectual property rights owned or licensed to Debtor and related exclusively to the Services.

6. All prior customers of the Services and customer prospects for the Services.

7. The right to bill and collect all of the fees (i.e. revenues) earned from

and after November 1, 2014, in respect to the Services.

3. Financing Statements. The Secured Parties hereby agree that PeopleStrategy may file one or more financing statements concerning this Amendment without the signature of the Secured Parties appearing thereon.

4. Entire Agreement. This Amendment sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relating to the subject matter. None of the terms or conditions of this Amendment may be changed, modified, waived or cancelled orally or otherwise, except in writing.

5. Full Force and Effect. Except as hereby specifically amended, modified or supplemented, the Security Agreement is hereby confirmed and ratified in all respects and shall remain in full force and affect according to its terms.


6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy, facsimile or other electronic transmission (including .PDF) shall be effective as delivery of a manually executed counterpart of this Amendment.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date first written above.

DEBTOR:


ERC Dataplus, Inc.,
a Connecticut corporation

By:  Digitally signed by David M. Fiocco
DN: cn=David M. Fiocco, o=PeopleStrategy, Inc.,
ou=President & COO,
email=David.Fiocco@peoplestrategy.com, c=US
Date: 2014.12.04 15:06:34 -05'00'

Print Name: David M. Fiocco
Title: President & COO

SECURED PARTIES:

THE AGENT:



Paul Rathblott

CLARKE:

Peter Clarke Digitally signed by Peter Clarke
DN: cn=Peter Clarke, c=US,
email=piclarke66@hotmail.com
Date: 2014.12.03 11:16:56 -05'00'

Peter Clarke

[signature page to Amendment to Security Agreement]