

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AFFINA CORPORATION		11/30/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AC ACQUISITION LLC		
Street Address:	2001 RUPPMAN PLAZA		
City:	PEORIA		
State/Country:	ILLINOIS		
Postal Code:	61614		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2156052	AFFINA	
Registration Number:	2210095	AFFINA	
Registration Number:	2119445	MARKETLOCATOR	
Registration Number:	2200954	CUSTOMER ACCESS SOLUTIONS	
Registration Number:	2194997	SPEEDYMAIL	
CORRESPONDENCE DATA			
Fax Number:	(213)443-2833		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2136175418		
Email:	MKAPUANO@SHEPPARDMULLIN.COM		
Correspondent Name:	MATHILDE KAPUANO		
Address Line 1:	333 S. HOPE STREET, 48TH FLOOR		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
NAME OF SUBMITTER:	MATHILDE KAPUANO		

CH \$140.00 2156052

Signature:

/MATHILDE KAPUANO/

Date:

05/05/2005

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Intellectual Property Assignment") is entered into as of November 30, 2004 by and between AFFINA Corporation, a Delaware corporation ("Assignor"), and AC Acquisition LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignee and Assignor are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement") pursuant to which Assignee is acquiring the entire business of Assignor.

B. Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Intellectual Property (as defined below) and Assignor is desirous of assigning to Assignee all right, title and interest in and to the Intellectual Property (initially capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** Assignor assigns to Assignee, and Assignee hereby accepts such assignment of, Assignor's entire right, title and interest in and to all of the intellectual property owned by Assignor, including, but not limited to, the intellectual property set forth on Schedule A attached hereto (the "Intellectual Property") and the registrations therefor, together with all rights to damages and payments for past, present or future infringements or misappropriations thereof and the goodwill of the business and operations of the business associated with the Intellectual Property.

2. **Assignor's Use and Enjoyment.** The rights, title and interest assigned under Section 1 above shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

3. **Rights to Record.** Where appropriate, Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and an official of any country or countries foreign to the United States, whose duty it is to register patents, trademarks or copyrights, to record Assignee as the assignee and owner of the Intellectual Property.

4. **No Further Use.** Assignor hereby covenants and agrees that it shall cease and refrain from all use of all rights, title, and interests assigned under Section 1 above in all countries of the world as of the date hereof, except as otherwise permitted under Section 6.2 of the Purchase Agreement.

5. **Entire Agreement.** This Intellectual Property Assignment, together with the Purchase Agreement and all documents executed in connection with the Purchase Agreement, including the Bill of Sale and Power of Attorney and the Assignment and Assumption Agreement, constitutes the entire agreement and understanding between and among the parties hereto with respect to the matters set forth herein, and supersedes and replaces any prior agreements and understandings, whether oral or written, between and among them with respect to such matters. Nothing herein contained shall itself change, amend, extend, or alter (nor shall it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever.

6. **Governing Law.** This Intellectual Property Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Illinois without giving effect to its conflict-of-laws principles.

7. **Counterparts.** This Intellectual Property Assignment may be executed in separate counterparts, each of which when so executed and delivered will be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first set forth above.

AFFINA CORPORATION,
a Delaware corporation

AC ACQUISITION LLC,
a Delaware limited liability company

By: Sto J. Ciriak
Name: STEVEN J. CIRIAK
Title: CEO / SECRETARY

By: Mark K. Aff
Name: MARK AFFINSON
Title: CEO

SCHEDULE A

COMPANY INTELLECTUAL PROPERTY

AFFINA® (Reg. No. 2,156,052)
AFFINA and Logo® (Reg. No. 2,210,095)
AFFINA (Canada) ® (Reg. No. TMA572728)
AFFINA – The Customer Relationship Company®
ACRMsm
MarketLocator® (Reg. No. 2,119,445)
Customer Access Solutions® (Reg. No. 2,200,954)
LiveWebAgent®
SpeedyMail® (Reg. No. 2,194,997)
AFFINA and Design®
CRISIS READY®
INTELLIGENT CALL CENTER
MARQUETBRIDGE