

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
T. Williams Consulting, Inc.		12/19/2007	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	T Williams Consulting, LLC		
<b>Street Address:</b>	2570 Boulevard of the Generals		
<b>Internal Address:</b>	Suite 110		
<b>City:</b>	Audubon		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19403		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2666272	TWC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312)577-8416		
<b>Email:</b>	carole.dobbins@kattenlaw.com		
<b>Correspondent Name:</b>	Carole Dobbins c/o Katten Muchin		
<b>Address Line 1:</b>	525 W. Monroe St.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	215434-00175		
<b>NAME OF SUBMITTER:</b>	Carole Dobbins		
<b>Signature:</b>	/Carole Dobbins/		
<b>Date:</b>	12/28/2007		

CH \$40.00 2666272

**Total Attachments: 3**

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**TRADEMARK ASSIGNMENT**

WHEREAS, T. Williams Consulting, Inc., a Pennsylvania corporation, whose address is 2570 Boulevard of the Generals, Suite 110, Audubon, Pennsylvania 19403 ("ASSIGNOR"), owns and has used in its business a certain trademark (referred to hereinafter as the "Trademark Registration") which is registered as follows:

**REGISTERED TRADEMARK      U.S. REG. NO.      DATE REGISTERED**



2,666,272

December 24, 2002

WHEREAS, T. Williams Consulting, LLC, a Delaware Limited Liability Company, whose address is 2570 Boulevard of the Generals, Suite 110, Audubon, Pennsylvania 19403 ("ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to the Trademark Registration and in and to any renewals that may be granted thereon, together with the goodwill of the business connected therewith;

WHEREAS, ASSIGNOR has agreed to assign to ASSIGNEE by way of this Assignment its entire right, title and interest in and to the Trademark Registration and in and to any renewals that may be granted thereon, together with the goodwill associated therewith; and

WHEREAS, it is desired that the this Assignment of the Trademark Registration be made of record in the U.S. Patent and Trademark Office, and other appropriate Patent and Trademark Offices.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, ASSIGNOR by these presents does hereby agree and covenant as follows:

1. ASSIGNOR sells, assigns, conveys and transfers the Trademark Registration any and all of its rights, title and interest together with the goodwill of the business connected therewith to ASSIGNEE, its successors or assigns, and ASSIGNEE accepts as of the date of this Assignment, any and all of its rights, title and interest in and to the Trademark Registration together with the goodwill of the business connected therewith and any right to recover for past infringement thereof any rights

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to renew the Trademark Registration, and the right to sue and recover for damages for past, present and future infringements.

2. ASSIGNOR represents and warrants that it believes ASSIGNOR to be the exclusive owner(s) of the Trademark Registration; and that it believes ASSIGNOR to be entitled to exclusively use the Trademark Registration.

3. ASSIGNOR represents and warrants that it has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademark Registration; that, to the best of its knowledge, no third party owns, is entitled to, or has claimed any right or interest in the Trademark Registration that would preclude, conflict with or encumber this Assignment; that, to the best of its knowledge, all assignments necessary to vest in ASSIGNOR full and complete title to the Trademark Registration have been obtained; and that ASSIGNOR hereby consents to this Assignment.

4. ASSIGNOR represents and warrants, to the best of its knowledge, no third party has infringed or is infringing the Trademark Registration.

5. ASSIGNOR represents and warrants that it is competent and has authority to make the assignment of rights and all associated representations and warranties set forth in this Assignment.

6. ASSIGNOR represents and warrants, to the best of its knowledge, that the Trademark Registration is valid and enforceable, and that no other trademark registrations or applications for trademark registration exists which pertain to any aspect of the Trademark Registration.

7. ASSIGNOR agrees not to use, directly or through a third party, the Trademark Registration unless use rights are granted in a written license agreement between ASSIGNOR and ASSIGNEE.

8. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors and legal representatives, all right, title and interest in and to the Trademark Registration, throughout the world, including without

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limitation, making oaths and giving testimony, as well as executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

9. This Assignment and the covenants herein are made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent of the ASSIGNOR.

EFFECTIVE this 19th day of December 2007.

ASSIGNOR -- T. Williams Consulting, Inc.:

By: Terry Woodward  
Typed Name: Terry Woodward  
Title: President

ASSIGNEE -- T. Williams Consulting, LLC:

By: Terry Woodward  
Typed Name: Terry Woodward  
Title: President

STATE OF Pennsylvania §  
  §  
COUNTY OF Chester §

SUBSCRIBED and SWORN to before me this 19th of December, 2007

Diane V. D. Fulvio  
Notary Public in and for the State of PA  
My commission expires \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
DIANE V. DIFULVIO, Notary Public  
Tredyffrin Twp., Chester County  
My Commission Expires February 12, 2009