

**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>
Intercerve, Inc.		04/09/2008	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blue Sky Factory, Inc.		
<b>Street Address:</b>	40 Cross Street		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21230		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2526885	NTARGET	
Registration Number:	2629924	NWEBDATA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)610-8686		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocketing@milesstockbridge.com		
<b>Correspondent Name:</b>	Michael T. Ebaugh		
<b>Address Line 1:</b>	1751 Pinnacle Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	100303-001		
<b>NAME OF SUBMITTER:</b>	Michael T. Ebaugh		
<b>Signature:</b>	/Michael T. Ebaugh/		

CH \$65.00 2526885

Date:

04/15/2008

**Total Attachments: 5**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of April 9, 2008 (this "Agreement") is made and delivered by BLUE SKY FACTORY, INC., a Maryland corporation ("Buyer"), and INTERCERVE, INC., a North Carolina corporation ("Seller"), pursuant to an Asset Purchase Agreement between the Buyer and Seller, dated as of April 9, 2008 (the "Asset Purchase Agreement").

### RECITALS

A. As part of the transactions contemplated by the Asset Purchase Agreement, Seller desires to assign to Buyer all rights and interest of the Seller in and to the Transferred Contracts, and that certain Intellectual Property, including but not limited to those registered trademarks NWEBDATA, Serial Number 76032798, Registration Number 2629924 and NTARGET, Serial Number 76032797, Registration Number 2526885, and Buyer desires to assume the obligations therein. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Asset Purchase Agreement.

B. This Agreement is being executed by Buyer and Seller in connection with the Asset Purchase Agreement.

### AGREEMENT

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

1. Assignment and Assumption. Effective at Closing, Seller hereby assigns to Buyer all of Seller's right, title and interest in and to the Transferred Contracts and Buyer hereby assumes the Transferred Contracts and Assumed Liabilities associated therewith and agrees to perform, pay and discharge all of the Assumed Liabilities as and when they shall become due. In connection with the foregoing assignment, Buyer shall not assume, pay or discharge any other liabilities other than those liabilities expressly included within the definition of Assumed Liabilities. Any other liabilities not expressly included within the definition of Assumed Liabilities and not expressly assumed by Buyer hereunder, which remain in existence at the date hereof, shall continue to be the liabilities and obligations of the Seller.

2. Relation to Asset Purchase Agreement. The provisions of this Agreement are subject, in all respects, to the terms and conditions of the Asset Purchase Agreement and all of the representations and warranties, covenants and agreements contained therein, which survive the execution and delivery of this Agreement. This Agreement shall not in any way supersede the Asset Purchase Agreement, which remains in full force and effect, and the parties thereto shall have the rights, duties and obligations

provided for thereunder. In the event of any conflict or other inconsistency between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall be the controlling agreement.

3. Incorporation of Terms. The introductory language and the Recitals set forth above shall be deemed incorporated herein by reference.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Seller and Buyer and their respective successors and assigns.

5. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the State of Maryland, without regard to conflict of laws.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same agreement.

***[SIGNATURES APPEAR ON FOLLOWING PAGE]***

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their name and on their behalf by their duly authorized representatives.

WITNESS/ATTEST:

**SELLER:**

INTERCERVE, INC.

Stacy D. Allison

By:



(SEAL)

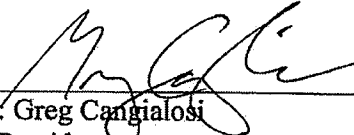
Name: Greg Gonzalez  
Title: President & CEO

**BUYER:**

BLUE SKY FACTORY, INC.

Stacy D. Allison

By:



(SEAL)

Name: Greg Cangialosi  
Title: President

## **BILL OF SALE**

THIS BILL OF SALE dated as of April 9, 2008 (this "Bill of Sale") is made and delivered by INTERCERVE, INC., a North Carolina corporation ("Seller"), to BLUE SKY FACTORY, INC., a Maryland corporation ("Buyer").

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Asset Purchase Agreement dated as of April 9, 2008, by and between Seller and Buyer (the "Asset Purchase Agreement"), Seller hereby sells, grants, bargains, conveys, transfers, assigns and delivers to Buyer all of Seller's right, title and interest in and to the Transferred Assets including but not limited to those registered trademarks NWEBDATA, Serial Number 76032798, Registration Number 2629924 and NTARGET, Serial Number 76032797, Registration Number 2526885, to have and to hold the same, unto and for the use of Buyer, and its successors and assigns, forever.

AND Seller hereby represents and warrants to Buyer, and its successors and assigns, that it has good and marketable title to the Transferred Assets and to each item comprising the Transferred Assets, that the Transferred Assets are being transferred free and clear of all security interests, mortgages, pledges, liens, restrictions, encumbrances, leases, charges and title defects whatsoever, and that Seller has full right and power to sell, transfer, assign and deliver the Transferred Assets and each item comprising the Transferred Assets.

All capitalized terms used herein shall have the same meaning as provided in the Asset Purchase Agreement, unless otherwise defined in this Bill of Sale.

Seller hereby agrees that, at any time and from time to time, at the request of Buyer and without further consideration, it shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, to Buyer such further documents and instruments of conveyance, assignment and transfer and take such other actions as Buyer may reasonably request in order to convey, transfer and assign to Buyer all or any of the Transferred Assets.

This Bill of Sale is made subject to and with the benefit of the respective representations and warranties, covenants, terms, conditions and other provisions of the Asset Purchase Agreement, which shall survive the execution and delivery of this Bill of Sale. In the event of any conflict or other inconsistency between this Bill of Sale and the Asset Purchase Agreement, the Asset Purchase Agreement shall be the controlling agreement.

This Bill of Sale shall be binding upon Seller and shall inure to the benefit of Buyer, and its successors and assigns.

This Bill of Sale shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the State of Maryland, without regard to conflict of laws.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its name and on its behalf by its duly authorized representative.

WITNESS/ATTEST:

SELLER:

INTERCERVE, INC.

Stacy D. Allison

By: 

(SEAL)

Name: Greg Gonzalez  
Title: President & CEO