

**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>
Research and Management Systems, Inc.		03/15/2007	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Altum Incorporated		
<b>Street Address:</b>	11718 Bowman Green Drive		
<b>City:</b>	Reston		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20190		
<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:	3198372	PROPOSAL CENTRAL	
Registration Number:	3012649	PROPOSALCENTRAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)720-7801		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703.720.7800		
<b>Email:</b>	ipgeneraltyc@ssd.com		
<b>Correspondent Name:</b>	Squire, Sanders & Dempsey L.L.P.		
<b>Address Line 1:</b>	8000 Towers Crescent Drive		
<b>Address Line 2:</b>	14th Floor		
<b>Address Line 4:</b>	Tysons Corner, VIRGINIA 22182		
<b>ATTORNEY DOCKET NUMBER:</b>	053379		
<b>NAME OF SUBMITTER:</b>	Alisa C. Key, Esq.		
<b>Signature:</b>	/alisa c. key/		

CH \$65.00 3198372

Date:

04/17/2008

**Total Attachments: 3**

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**BILL OF SALE AND ASSIGNMENT OF ASSETS**

**THIS BILL OF SALE AND ASSIGNMENT OF ASSETS** is made as of the 15<sup>th</sup> day of March, 2007, by RESEARCH AND MANAGEMENT SYSTEMS, INC., a Maryland corporation ("Seller").

**WHEREAS**, Seller and ALTUM INCORPORATED, a Maryland corporation ("Buyer"), entered into an Asset Purchase Agreement dated March 8, 2007 (the "Agreement");

**NOW, THEREFORE**, pursuant to the Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby grants, bargains, sells, delivers, transfers, sets over, assigns and conveys to Buyer and its successors and assigns, free and clear of any and all liens, claims or encumbrances of any kind, all of the Assets (as defined in the Agreement).

**TO HAVE AND TO HOLD** the Assets unto Buyer and its successors and assigns, to its and their own use and benefit forever, and Seller, for itself and its successors and assigns, covenants to and agrees with Buyer to warrant and defend the sale, transfer, assignment, conveyance and delivery of the Assets unto Buyer and its successors and assigns, against all lawful claims and demands.

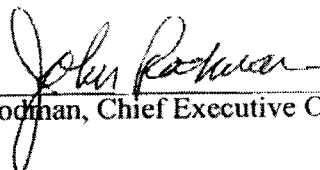
Seller hereby covenants and agrees with Buyer that it will duly execute and deliver all such deeds, bills of sale, endorsements, assignments, drafts, checks, and other instruments of transfer as may be necessary or helpful more fully to sell, transfer, assign and convey to and to invest in Buyer, all and singular, the Assets hereby sold, transferred, assigned and conveyed by this Bill of Sale and Assignment of Assets.

The transfer evidenced by this Bill of Sale and Assignment of Assets is made subject to and upon all of the terms, covenants, conditions, representations and warranties set forth in the Agreement, and all of which terms, covenants, conditions, representations and warranties are incorporated herein by reference, and shall survive the delivery of this Bill of Sale and Assignment of Assets.

All of the terms and provisions of this Bill of Sale and Assignment of Assets shall be binding upon Seller and its respective successors and assigns, and shall inure to the benefit of the Buyer and its successors and assigns.

**IN WITNESS WHEREOF**, Seller has caused this instrument to be duly executed as of the day and year first written above.

RESEARCH AND MANAGEMENT SYSTEMS, INC.

By:   
John Rodman, Chief Executive Officer

**ASSIGNMENT**

WHEREAS, RESEARCH AND MANAGEMENT SYSTEMS, INC., a Maryland corporation (hereinafter "Assignor"), is the owner of the trademarks outlined in Attachment A and wishes to assign the marks to Assignee.

WHEREAS, ALTUM, INCORPORATED, a Maryland corporation (hereinafter "Assignee"), is desirous of acquiring said marks and the applications and registrations thereof.

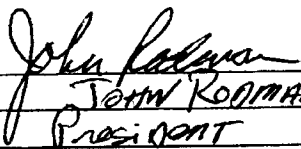
WHEREAS, there is no other assignment, sale or encumbrance entered into previously by the ASSIGNOR which would in any manner affect this assignment.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby sell, assign, transfer and set over unto said Assignee, its successors and assigns, all of Assignors worldwide right, title and interest in and to all marks that it has used or owns as described in Attachment A ("Marks") and any marks that are confusingly similar to the Marks, together with the common law rights and the good will of the business symbolized by the Marks.

This Agreement may be executed in counterparts and each executed counterpart shall be considered an original of this Agreement and shall have equal force and effect.

RESEARCH AND MANAGEMENT  
SYSTEMS, INC. (Assignor)

ALTUM, INCORPORATED (Assignee)

By:   
Name: John Rodman  
Title: President  
Dated: 3/15/07

By:   
Name: Kenneth S. Fang  
Title: Chief Executive Officer  
Dated: 3/15/2007

**Attachment A**

**Applications and Registrations in the name of RESEARCH AND MANAGEMENT SYSTEMS, INC.**

United States:

**Registration No.**  
3012649

**Mark**  
proposalCENTRAL

**Application No.**

319 8372

**Mark**

proposalCENTRAL

**Copyright Registration No.**

**Title**

[Foreign Country]:

**Registration No.**

**Mark**

**Application No.**

**Mark**