

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
BlueCrest Capital Finance, L.P.		05/15/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Electronic Media Commerce Systems LLC		
Street Address:	2660 Holcomb Ridge Road, Suite 224		
Internal Address:	c/o Bright Sky Holdings, LLC		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022-5976		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3324223	SWMX SOFTWAVE MEDIA EXCHANGE	
Registration Number:	3324222	SOFTWAVE MEDIA EXCHANGE	
CORRESPONDENCE DATA			
Fax Number:	(415)773-5759		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-773-5700		
Email:	lpartmann@orrick.com, cwilson-walker@orrick.com		
Correspondent Name:	Chip Walker-Wilson		
Address Line 1:	405 Howard Street		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105-2669		
ATTORNEY DOCKET NUMBER:	18664-3/1640		
NAME OF SUBMITTER:	Chip Walker-Wilson		

CH \$65.00 3324223

Signature:

/Chip Walker-Wilson/

Date:

07/08/2008

Total Attachments: 3

source=BlueCrest-SWMX - Trademark and Service Mark Assignment#page1.tif

source=BlueCrest-SWMX - Trademark and Service Mark Assignment#page2.tif

source=BlueCrest-SWMX - Trademark and Service Mark Assignment#page3.tif

TRADEMARK AND SERVICE MARK ASSIGNMENT

THIS TRADEMARK AND SERVICE MARK ASSIGNMENT (“**Assignment**”) is made and entered into this 15th day of May 2008 (the “**Effective Date**”), by and among BLUECREST CAPITAL FINANCE, L.P., a Delaware limited partnership (“**Seller**”) and ELECTRONIC MEDIA COMMERCE SYSTEMS LLC, a Georgia limited liability company (“**Purchaser**”).

Background

Seller and Purchaser have entered into an Asset Purchase Agreement dated May 15, 2008 (the “**Asset Purchase Agreement**”) pursuant to which Purchaser has agreed to purchase the assets of Seller specified therein. Pursuant to the terms of the Asset Purchase Agreement, Seller has agreed to assign all right, title, and interest in all marks used by SWMX, Inc. and Softwave Media Exchange, Inc., and their respective predecessors (each, a “**Foreclosed Entity**,” and collectively, the “**Foreclosed Entities**”) and acquired by Seller by strict foreclosure in partial satisfaction of the obligations of the Foreclosed Entities to Seller under a Loan and Security Agreement, dated as of March 23, 2007 and all of the good will of the business symbolized by the marks. Seller and Purchaser are entering into this Assignment to effect the assignment to Purchaser of all right, title, and interest in any and all marks used by Foreclosed Entities both registered and unregistered, and all of the good will of the business symbolized by the marks.

Agreement

For and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree:

1. **Assignment of Marks.** Seller hereby fully, unconditionally and irrevocably transfers, assigns, delivers and conveys to Purchaser all right, title, and interest in the marks, registrations and applications listed on *Schedule A* hereto, including all federal, state, common law and foreign rights therein, together with the good will of the business symbolized by the marks, registrations and applications listed on *Schedule A* hereto, and the worldwide right to sue for infringements of the marks or any other related cause of action which may have occurred prior to the Effective Date (the “**Rights**”).

2. **Further Assurances.** From and after the date hereof, Seller agrees, without further consideration, to execute and deliver promptly to Purchaser, such further consents, waivers, assignments, endorsements, and other documents and instruments, and to take all such further actions, as Purchaser may from time to time reasonably request, with respect to the assignment, transfer, and delivery to Purchaser of the Rights, and the consummation in full of the transactions provided for herein.

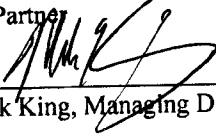
3. **Governing Law.** This Assignment shall be governed by and construed under the laws of the State of Illinois without regard to its conflict of laws principles.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Seller has caused this Trademark and Service Mark Assignment to be executed and delivered as of the date first above written.

BLUECREST CAPITAL FINANCE, L.P.

By: BlueCrest Capital Finance GP, LLC
Its: General Partner

By: 
Mark King, Managing Director

**SCHEDULE A
TO
TRADEMARK AND SERVICE MARK ASSIGNMENT**

Trademarks and Service Marks and Related Registrations/Applications

United States – Registered

Serial Number	Reg. Number	Word Mark
78878703	3324223	SWMX SOFTWAVE MEDIA EXCHANGE
78878692	3324222	SOFTWAVE MEDIA EXCHANGE