

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
Workspeed, Inc.		10/20/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Workspeed Holdings, LLC		
Street Address:	1301 Avenue of the Americas, 34th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2545239	WORKSPEED	
CORRESPONDENCE DATA			
Fax Number:	(317)231-7433		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3172311313		
Email:	mfrisby@btlaw.com		
Correspondent Name:	Mary Jane Frisby		
Address Line 1:	11 South Meridian Street		
Address Line 2:	Barnes & Thornburg LLP		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	26556-63157		
NAME OF SUBMITTER:	Mary Jane Frisby		
Signature:	/mjf/		
Date:	09/03/2008		

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Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment is made by and between Workspeed, Inc., a Delaware corporation, having its principal place of business at 600 Madison Avenue, 11th Floor, New York, New York 10022 ("*Assignor*") and Workspeed Holdings, LLC, a Delaware limited liability company, having its principal place of business at 1301 Avenue of the Americas, 34th Floor, New York, New York 10019 ("*Assignee*").

WHEREAS, Assignor is the owner of all right, title and interest in and to the intellectual property and other assets, as well as any applications/registrations therefor and all goodwill associated therewith, that are identified on Schedule A attached hereto, which intellectual property Assignor has adopted and used and is using (collectively, the "*Intellectual Property*");

WHEREAS, Assignor is desirous of assigning, and Assignee is desirous of obtaining, all right, title and interest in and to the Intellectual Property, together with the goodwill associated therewith;

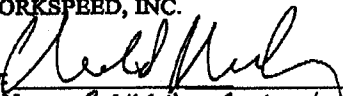
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys unto Assignee all right, title, and interest in and to the Intellectual Property, together with the goodwill of the business symbolized by the Intellectual Property, the same to be held and enjoyed by Assignee for its own, and for the use and enjoyment of its successors, assigns and/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; together with all claims for damages by reason of past infringement of the Intellectual Property, with the right to sue for, and collect the same for its own use and behalf, and for the use on behalf of its successors, assigns, or other legal representatives. Assignor further agrees to take any and all actions required to perfect the assignment of rights hereunder and to give Assignee control over the Intellectual Property including, without limitation, the domain names.

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IN WITNESS WHEREOF, Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 20 day of October, 2003.

WORKSPEED, INC.

By: 
Name: RICHARD RUBEN
Title: CHAIRMAN

The foregoing assignment by Assignor is hereby accepted by Assignee as of this 20 day of October, 2003.

WORKSPEED HOLDINGS, LLC

By: _____
Name:
Title:

SIGNATURE PAGE TO INTELLECTUAL PROPERTY
AND TRADEMARK ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 20 day of October, 2003.

WORKSPBED, INC.

By: _____
Name:
Title:

The foregoing assignment by Assignor is hereby accepted by Assignee as of this 20 day of October, 2003.

WORKSPBED HOLDINGS, LLC

By: *Russell S Bernard*
Name: Russell S Bernard
Title: member

SIGNATURE PAGE TO INTELLECTUAL PROPERTY
AND TRADEMARK ASSIGNMENT AGREEMENT

SCHEDULE A

Service Marks

U.S Trademark Registration No.: 2545239, WORKSPEED

Singapore Trademark Application No.: T00/13881C, WORKSPEED

Japan Trademark Application No.: 2000-88181, WORKSPEED

Hong Kong Trademark Application No.: 2000/17719, WORKSPEED

Australia Trademark Application No.: 845331, WORKSPEED

European Community Trademark Application No.: 001797703, WORKSPEED

US Trademark Application No. 76/129,230, Arrow Design

Patent Applications

Patent No.: US 6 282 33790

Date of Patent : November 2, 2000

Trade Names

Workspeed

Domain Names

Workspeed.com

Worrkspeed.net

Software Programs

Workspeed Services Request

Workspeed Preventative Maintenance

Workspeed Visitor Security

Workspeed Website