

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
Internet Administrative Services, LP		06/15/2009	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	S & W Payroll Services, LLC		
Street Address:	2210 7th Street		
City:	Mandeville		
State/Country:	LOUISIANA		
Postal Code:	70471		
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3557956	N NETCHEX	
Registration Number:	3557957	N NETCHEX	
CORRESPONDENCE DATA			
Fax Number:	(225)248-3007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	504-582-8702		
Email:	klandry@joneswalker.com		
Correspondent Name:	Keith M. Landry		
Address Line 1:	201 St. Charles Avenue		
Address Line 4:	New Orleans, LOUISIANA 70170		
ATTORNEY DOCKET NUMBER:	110134-00		
NAME OF SUBMITTER:	Keith M. Landry		
Signature:	/keithmlandry/		

CH \$65.00 3557956

Date:

07/07/2009

Total Attachments: 3

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ASSIGNMENT OF SERVICE MARK

This **ASSIGNMENT OF SERVICE MARK** (this "Assignment") is effective as of June 15, 2009 (the "Effective Date") by **INTERNET ADMINISTRATIVE SERVICES, LP**, a Texas limited partnership, having a principal place of business at 2210 7th Street, Mandeville, Louisiana 70471 ("Assignor") and **S&W PAYROLL SERVICES, LLC**, a Louisiana limited liability company, having a principal place of business at 2210 7th Street, Mandeville, Louisiana 70471 ("Assignee").

RECITALS:

A. Assignor is the owner of the service mark "N NETCHEX" (the "Mark") and has obtained the Federal registrations covering the Mark further identified in Exhibit "A", attached hereto and made a part hereof (the "Federal Registrations");

B. Assignee is an affiliate of Assignor and together with another affiliated entity, Internet Administrative Services, LLC, a Louisiana limited liability company ("IAS Louisiana"), has used the Mark in connection with its business and such uses have inured to the benefit of Assignor; and

C. Assignor desires to transfer all of its right, title and interest in the Mark and the Federal Registrations to Assignee, and Assignee desires to acquire such right, title and interest in the Mark and the Federal Registrations on the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration as set forth in this Assignment, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. In consideration for the payment of \$10.00 by Assignee to Assignor, together with other consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee the Assignor's entire right, title and interest in and to the Mark, together with the goodwill associated therewith, including, without limitation, (a) all common law and state law rights to the Mark, (b) the Federal Registrations and all right to obtain additional Federal registrations for the Mark in the U.S. Patent and Trademark Office and any renewals and extensions of such registrations, (c) any rights to file for foreign registrations for the Mark, (d) all income, royalties and payments now or hereafter due or payable with respect to the Mark, and (e) the right to any causes of action, in law or in equity, for past, present or future infringement of the Mark.

2. License. Assignee hereby grants Assignor a perpetual, non-exclusive, and royalty-free right and license to continue to use the Mark on a worldwide basis in connection with its business, and all uses of the Mark by Assignor shall inure to the benefit of Assignee.

3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

4. Choice of Law. This Assignment shall be governed by the law of the State of Louisiana, without reference to any conflicts of laws principles.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the Effective Date.

ASSIGNOR:

INTERNET ADMINISTRATIVE SERVICES, LP

By: **NCX GENERAL, LLC**, a Texas limited liability company and its general partner

By: WBF
Name: Will Bourgeois
Title: President

ASSIGNEE:

S&W PAYROLL SERVICES, LLC

By: WBF
Name: Will Bourgeois
Title: President

EXHIBIT "A"

Mark	Registration No.	Registration Date
N NETCHEX (Words Only)	3,557,956	1/6/2009
N NETCHEX (Words Only)	3,557,957	1/6/2009