

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
Buymetrics, Inc.		02/17/2010	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Probuild Company, LLC		
Street Address:	7595 Technology Way		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80237		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75698178	PROLINK	
CORRESPONDENCE DATA			
Fax Number:	(312)423-8175		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jkaplan@stahlcowen.com		
Correspondent Name:	Josh Kaplan		
Address Line 1:	55 W. Monroe Street		
Address Line 2:	Suite 1200		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	32443.11		
NAME OF SUBMITTER:	Josh Kaplan		
Signature:	/Josh S. Kaplan/		
Date:	02/18/2010		

CH \$40.00 75698178

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into this 17th day of ~~January~~ ^{February}, 2010 ("Effective Date"), by and between BUYMETRICS, INC., a Georgia corporation, with its principal place of business located at 3374 Habersham Road, Atlanta, Georgia ("Assignor"), and PROBUILD COMPANY LLC, a Delaware limited liability company, with its principal place of business located at 7595 Technology Way, Denver, Colorado ("Assignee").

WHEREAS, Assignor is the owner of the United States right, title and interest in, to and under the trademarks and the trademark registrations identified and applications for registration identified and set forth on Schedule A, including variations thereof, (collectively, the "Marks"), and the goodwill of the business associated therewith.

WHEREAS, pursuant to that certain Trademark Purchase Agreement dated of even date herewith, by and between the parties hereto, Assignor is obligated and has agreed to assign the Marks to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks together with all good will associated therewith, and all registrations and applications therefore, in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all income, royalties, damages and payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages and payments by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor requests that the U.S. Patent and Trademark Office record Assignee as the assignee and owner of the Marks.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required):

- (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any interference, opposition, infringement or other

proceedings that may arise in connection with any of the Marks, including, without limitation, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States and all foreign countries; and (4) in the implementation or perfection of this Assignment.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned authorized signatories as of the Effective Date.

ASSIGNOR:
BUYMETRICS, INC.

ASSIGNEE:
PROBUILD COMPANY LLC

By: _____

By: Mark B. Butler

Name: _____

Name: Vice President + General Counsel

Title: _____

Title: _____

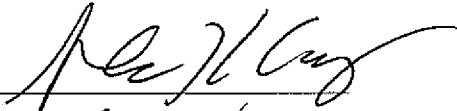
proceedings that may arise in connection with any of the Marks, including, without limitation, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States and all foreign countries; and (4) in the implementation or perfection of this Assignment.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned authorized signatories as of the Effective Date.

ASSIGNOR:
BUYMETRICS, INC.

ASSIGNEE:
PROBUILD COMPANY LLC

By: 

By: _____

Name: ALAN K. GAY

Name: _____

Title: CEO

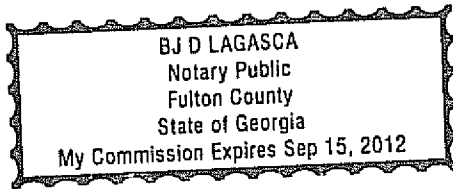
Title: _____

STATE OF Georgia

)SS

COUNTY OF Fulton

On this 17 day of ^{FEB} ~~January~~, 2010, there appeared before me BJ LAGASCA, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Buymetrics, Inc.



BJ
Notary Public

STATE OF Illinois

COUNTY OF Cook

)SS

On this 17th day of ~~January~~ February, 2010, there appeared before me MARK BUTTERMAN, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf of ProBuild Company LLC.

Gina M. Garapolo-Ciaccio
Notary Public



SCHEDULE A

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>JURISDICTION</u>
PROLINK	75698178	U.S.