

**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>
IPROP Holdings, LLC		06/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Accesso, LLC		
<b>Street Address:</b>	300 Colonial Center Parkway		
<b>Internal Address:</b>	Suite 150		
<b>City:</b>	Lake Mary		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32746		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77557979	ACCESSO	
<b>Registration Number:</b>	3828917	ACCESSO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(904)301-1279		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	9048070182		
<b>Email:</b>	cbell@northfloridalaw.com		
<b>Correspondent Name:</b>	Christine Jalovec Bell		
<b>Address Line 1:</b>	One Independent Drive		
<b>Address Line 2:</b>	Suite 1200		
<b>Address Line 4:</b>	Jacksonville, FLORIDA 32202		
<b>NAME OF SUBMITTER:</b>	Christine Jalovec Bell		
<b>Signature:</b>	/Christine Jalovec Bell/		

OP \$65.00 77557979

900178292

**TRADEMARK**  
**REEL: 004428 FRAME: 0470**

Date:

12/09/2010

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement"), dated as of June 1, 2010, is by and between IPROP Holdings, LLC, a Delaware limited liability company (the "Assignor"), and Accesso, LLC, a Florida limited liability company (the "Assignee").

### PREAMBLE

The Assignor has adopted and used the service mark and trademark *ACCESSO* and owns all of the interests, rights and title therein, including, without limitation, (a) certain common law rights, (b) that certain United States Patent and Trademark Office trademark registration number 3,828,917, issued on August 3, 2010, (c) that certain United States Patent and Trademark Office trademark application serial number 77557979, filed on August 28, 2008, and (d) all of the goodwill associated with the foregoing (collectively, the "Trademark"). The Assignor desires to assign, convey, sell and transfer to the Assignee, and the Assignee desires to acquire and purchase from the Assignor, all of the Assignor's interest, right and title in and to the Trademark pursuant to the conditions, provisions and terms contained in this Agreement.

### AGREEMENT

In consideration of the sum of ten dollars (\$10.00) and the mutual agreements, covenants, representations and warranties contained in this Agreement and in the Membership Unit Purchase Agreement dated as of June 1, 2010, by and among Resilient Holdings, LLC, Steven K. Brown, V3 Technology Group, LLC, Randal H. Drew, V3 Capital Strategies, LLC, PARC Operations, LLC, the Assignor and the Assignee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment and Assumption. The Assignor hereby irrevocably, unconditionally and forever assigns, conveys, sells and transfers to the Assignee all of the Assignor's interest, right and title in and to the Trademark, together with (a) all goodwill of the business connected with the use of and symbolized by the Trademark worldwide, (b) all of the Assignor's common law rights, registrations and applications for registration of the Trademark worldwide, both foreign and domestic, and (c) all past, present and future claims and causes of action that could have been asserted by the Assignor for damages and equitable and other relief by reason of dilution, infringement and all other unlawful acts by third parties with respect to the Trademark prior to the execution of this Agreement, including the right to sue for, and collect the same for, the Assignee's own benefit and use, and for the benefit and use of its assigns, successors or other legal representatives, whether such actions could have been brought in the Assignor's name or in the names of others.

2. Further Assurances. The Assignor hereby agrees and covenants to warrant and defend the assignment, conveyance, sale and transfer of the Trademark hereby made against all entities or individuals whomsoever, to take all steps reasonably requested by the Assignee to establish the record of the Assignee's title to the Trademark. The Assignor, for itself and its assigns and successors, hereby covenants with the Assignee that the Assignor from time to time hereafter (without further consideration) will acknowledge, do, execute and deliver or will cause to be acknowledged, done, executed and delivered all such further acts, assignments, assurances, conveyances, deeds and transfers for the better assigning, conveying, selling and transferring unto the Assignee, its assigns and successors, the Trademark hereby assigned, conveyed, sold and transferred as the Assignee shall reasonably require.

3. Representations and Warranties.

a. The Assignor hereby represents and warrants to the Assignee that the Assignor has made no other assignment of the Trademark.

b. Each party hereto represents and warrants to the other party, as to itself that:

(i) it has the absolute and full legal capacity, power and right to execute, deliver and perform its obligations under this Agreement, and to consummate the transactions contemplated hereby; and

(ii) this Agreement (A) has been, or upon the execution and delivery hereof will be, duly and validly executed and delivered by each party, and (B) constitutes, or upon execution and delivery hereof will constitute, a binding and valid obligation of the such party, enforceable against it in accordance with the conditions, provisions and terms contained herein, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

4. Miscellaneous. This Agreement shall be governed by the internal substantive laws of the State of Florida. All of the conditions, provisions and terms contained in this Agreement shall be binding upon, and shall inure to the benefit of, each of the parties hereto and their respective assigns and successors. If any condition, provision or term contained in this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such term or condition shall not affect the validity of the remaining conditions, provisions and terms contained in this Agreement, which shall remain in full force and effect. No waiver of any condition, provision or term contained in this Agreement shall be deemed a further or continuing waiver of such condition, provision or term, or of any other condition, provision or term.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first written above.

**ASSIGNOR:**

IPROP HOLDINGS, LLC

By: Randal H. Drew  
Print Name: Randal H. Drew  
Print Title: President

**ASSIGNEE:**

ACCESSO, LLC

By: Resilient Holdings, LLC, Managing Member

By: Steven K. Brown  
Steven K. Brown, Manager