

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
Penchant Software, Inc.		12/13/2010	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	3PD, Inc.		
Street Address:	1851 West Oak Parkway, Suite 100		
City:	Marietta		
State/Country:	GEORGIA		
Postal Code:	30062		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85049404	PENCHANT	
Serial Number:	76136269	DISPATCHOFFICE	
CORRESPONDENCE DATA			
Fax Number:	(770)434-7376		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	770-434-8868		
Email:	tjames@taylorenghish.com		
Correspondent Name:	Jeffrey R. Kuester		
Address Line 1:	1600 Parkwood Circle, Suite 400		
Address Line 4:	Atlanta, GEORGIA 30339		
ATTORNEY DOCKET NUMBER:	190330-3030		
NAME OF SUBMITTER:	Jeffrey R. Kuester		
Signature:	/jrk/		
Date:	12/14/2010		

OP \$65.00 85049404

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TRADEMARK
REEL: 004432 FRAME: 0694

Total Attachments: 3

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NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

This Assignment Agreement ("Assignment Agreement") is made *nunc pro tunc*, now for then, effective as of on July 7, 2009.

WHEREAS, 3PD, INC. (the "Assignee") purchased the stock of PENCHANT SOFTWARE, INC. (the "Assignor") on July 7, 2009.

WHEREAS, Assignor intends to sell, convey, assign, and transfer to Assignee, among other assets, the entire title, rights, interests, benefits, and privileges in and to all Marks owned or purported to be owned by Assignor and Related to the Business, including those specified on Exhibit A hereto (collectively, the "Assigned Trademarks").

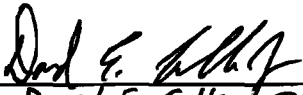
NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby, without reservation:

1. Assigns, transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed to Assignee the whole entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the Laws of all jurisdictions.
2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.
3. Covenants, agrees and undertakes to execute, wherever requested by the Assignee, all assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee any and all of the Assigned Trademarks, all without further compensation to the Assignor.
4. Agrees that Assignor is hereby legally bound, upon request and at the expense of Assignee or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession relating to the Assigned Trademarks (and the business identified by the Assigned Trademarks), and to provide testify in any legal proceeding relating thereto.
5. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

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

ASSIGNOR:
PENCHANT SOFTWARE, INC.

ASSIGNEE:
3PD, INC.

By: 
Name: David E. Collins, Jr.
Date: 12/13/2010

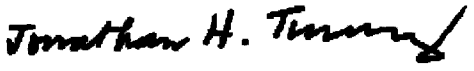
By: 
Name: JONATHAN H. TURNER, CIO
Date: 12/13/2010

EXHIBIT A
Assigned Trademarks

1. PENCHANT (U.S. Serial Number 85/049,404)
2. DISPATCHOFFICE (U.S. Serial Number 76/136,269)