

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
E-Sponder, LLC		04/01/2011	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	NC4 Public Sector LLC		
Street Address:	100 N. Sepulveda Blvd.		
Internal Address:	Suite 200		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3164798	E-SPONDER	
Registration Number:	3430027	E E-SPONDER EXPRESS POWERED BY CONVERGENCE	
Registration Number:	3924604	ESPONDER MAPPING	
CORRESPONDENCE DATA			
Fax Number:	3107343253		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	310-734-3252		
Email:	mcooke@steptoe.com		
Correspondent Name:	Michelle A. Cooke		
Address Line 1:	2121 Ave of the Stars		
Address Line 2:	Suite 2800		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	83490.12		

CH \$90.00 3164798

NAME OF SUBMITTER:	Michelle A. Cooke
Signature:	/michelle cooke/
Date:	06/27/2012
Total Attachments: 6 source=ESponder TM & DM Assignment#page1.tif source=ESponder TM & DM Assignment#page2.tif source=ESponder TM & DM Assignment#page3.tif source=ESponder TM & DM Assignment#page4.tif source=ESponder TM & DM Assignment#page5.tif source=ESponder TM & DM Assignment#page6.tif	

EXHIBIT H

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Assignment ("Assignment") is made effective as of April 1, 2011 ("Effective Date"), is made by and between E-Sponder, LLC, a Missouri limited liability company with an office located at 695 Trade Center Blvd., Suite 250, Chesterfield, MO 63005 ("Assignor"), and NC4 Public Sector LLC, a Delaware limited liability company with an office located at 100 N. Sepulveda Blvd., Suite 200, El Segundo, CA 90245 ("Assignee"). As used in this Assignment, the Assignor and Assignee shall be collectively "the parties."

WHEREAS, Assignor is the owner of the trademarks E-SPONDER AND E-SPONDER EXPRESS and the logos associated therewith, all as depicted on Schedule A attached hereto and incorporated by this reference (collectively, "Marks"), together with the goodwill of Assignor's business symbolized thereby for the goods and/or services for which the Marks are used in connection with, as well as the domain names set forth on Schedule B (collectively, "Domain Names");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of March 19, 2010 ("Asset Purchase Agreement"), pursuant to which Assignee agreed to purchase substantially all of the assets of Assignor, including the Marks and Domain Names, in accordance with the terms and conditions of the Asset Purchase Agreement;

WHEREAS, in order to effectuate the requirements of the Asset Purchase Agreement, Assignor is required to assign all its right, title and interest in and to the Marks and Domain Names, as well as any and all national, federal, state and foreign applications and registrations worldwide for the Marks and the Domain Names (collectively, "Intellectual Property") to Assignee on or before close of the asset purchase; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver and contribute to Assignee all of its right, title, and interest worldwide in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, sells, and contributes to Assignee all of Assignor's and its affiliates right, title, and interest of whatever kind in and to the Intellectual Property, together with (i) the goodwill of the business relating to the Services, as well as all other products and services relating to the business, with which the Intellectual Property were used in connection (including use by licensees); (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Intellectual Property, including without limitation, damages and payments for past or future infringements and misappropriations of the Intellectual Property; and (iii) all benefits, privileges, causes of action and remedies including without limitation the right to sue in Assignor's own name for past, present and future infringements or misappropriations of the Intellectual Property, and to apply for and maintain applications, registrations and renewals for the Intellectual Property.

Assignor further covenants that, without further compensation or consideration, it will ensure all documents, papers, forms and authorizations are executed and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Intellectual Property. If Assignor fails, refuses, is unavailable, or, despite Assignee's reasonable efforts, cannot be located to execute such documents timely, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and on Assignor's behalf solely to execute such documents or papers with the same legal force and effect as if executed by Assignor.

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

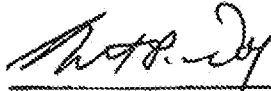
This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment by facsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Assignment. Any party delivering an executed counterpart of this Assignment by facsimile or other electronic method of transmission shall also promptly deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Assignment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment, as of the date first written above.

[SIGNATURES ON NEXT PAGES]

Assignor:

E-Sponder, LLC
a Missouri limited liability company

By: 
Name: Robert Wolf
Title: President and CEO

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this ___ day of _____, 2011, before me personally appeared Robert Wolf, President and CEO of E-Sponder, LLC, to me known to be the person described in and who executed the foregoing instrument on behalf of said limited liability company and acknowledged that he executed the same for the purposes therein stated.

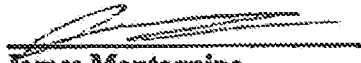
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of St. Louis and State aforesaid, the day and year first above written.

Notary Public

My commission expires:_____



Assignee:

NC4 Public Sector LLC
a Delaware limited liability company

By: 
Name: James Montagnino
Title: President and CEO



**SCHEDULE A
TO
TRADEMARK AND DOMAIN NAME ASSIGNMENT**

Mark Reg. No. / App. No.	Goods/Services	Registration Date / Application Date
	Class 42: Consulting services in the field of design, selection, implementation and use of computer hardware and software systems for others	Reg. Date: 4/25/06 App. Date: 5/6/05
E-SPONDER (Reg. No. 3,164,798)	Class 42: Consulting services in the field of design, selection, implementation and use of computer hardware and software systems for others	Reg. Date: 10/31/06 App. Date: 5/6/05
	Class 9: Computer software for managing an incident or event to provide database, collaboration tools via a server and browserbased services to clients for managing the situation using NIMS/ICS for the fields of fire, emergency medical services, law enforcement, health departments and other individual firstresponse organizations and agencies; Computer hardware	Reg. Date: 5/20/08 App. Date: 8/14/07
ESPONDER MAPPING (Reg. No. 3,924,604)	Class 9: Computer software for providing GIS mapping allowing customers to create and manage map or GIS data	Reg. Date: 3/1/11 App. Date: 12/11/09

**SCHEDULE B
TO
TRADEMARK AND DOMAIN NAME ASSIGNMENT**

DOMAIN NAMES

Domain Name	Expires	Status
CONVERGENCE-COMM.COM	9/27/2011	Active - Locked
CONVERGENCOM.COM	1/15/2015	Active - Locked
E-SPONDER.COM	8/10/2012	Active - Locked
E-SPONDEREXPRESS.COM	5/10/2011	Active - Locked
E-SPONDEREXPRESS.NET	5/10/2011	Active - Locked
ESPONDER.COM	8/6/2011	Active - Locked
ESPONDER.NET	11/8/2011	Active - Locked
ESPONDEREXPRESS.COM	5/10/2011	Active - Locked
ESPONDEREXPRESS.NET	5/10/2011	Active - Locked
MICROSOFTRESPONSE.COM	8/21/2011	Active - Locked
MICROSOFTRESPONSE.MOBI	8/21/2011	Active - Locked
MICROSOFTRESPONSE.NET	8/21/2011	Active - Locked
MICROSOFTRESPONSE.ORG	8/21/2011	Active - Locked
PERSPECTA-GLOBAL.COM	1/17/2013	Active - Locked
PERSPECTA-GLOBAL.MOBI	1/17/2013	Active - Locked
PERSPECTA-GLOBAL.NET	1/17/2013	Active - Locked
PERSPECTA-GLOBAL.ORG	1/17/2013	Active - Locked
REGIONALRESPONSE.INFO	5/12/2011	Active - Locked
REGIONALRESPONSE.MOBI	5/12/2011	Active - Locked
REGIONALRESPONSE.NET	5/12/2011	Active - Locked
REGIONALRESPONSE.ORG	5/12/2011	Active - Locked
STL-IST.COM	5/5/2011	Active - Locked
STL-IST.NET	5/5/2011	Active - Locked
STL-IST.ORG	5/5/2011	Active - Locked
TPDTIPS.COM	9/10/2011	Active - Locked
TPDTIPS.INFO	9/10/2011	Active - Locked
TPDTIPS.ME	9/10/2011	Active - Locked
TPDTIPS.MOBI	9/10/2011	Active - Locked
TPDTIPS.NET	9/10/2011	Active - Locked
TPDTIPS.ORG	9/10/2011	Active - Locked
TPDTIPS.TV	9/10/2011	Active - Locked

All above domain names managed by

GoDaddy

e-sponder.net and e-sponder.org should have also been transitioned to GoDaddy, but are currently held by Network Solutions. These names are owned by E-Sponder, LLC and will be transferred to the GoDaddy account.

E-Sponder_NC4 APA
Exhibit H, Trademark and Domain Name Assignment

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