

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
ANDREWS CONSULTING GROUP, INC.		07/31/2013	CORPORATION: CONNECTICUT
THE ANDREWS GROUP LLC		07/31/2013	LIMITED LIABILITY COMPANY: CONNECTICUT

**RECEIVING PARTY DATA**

Name:	GLOBAL SYSTEMS INTEGRATION, INC.
Street Address:	3760 SIXES ROAD
Internal Address:	STE 126, PMB 240
City:	Canton
State/Country:	GEORGIA
Postal Code:	30114
Entity Type:	CORPORATION: GEORGIA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3046879	RAPIDRECONCILER
Registration Number:	4352382	ANDREWS CONSULTING

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: bob.sauro@spellpless.com

Correspondent Name: Robert A. Sauro, Esq.

Address Line 1: 1170 Peachtree Street, NE

Address Line 4: Atlanta, GEORGIA 30309-7675

ATTORNEY DOCKET NUMBER:	60157.0001USAA
NAME OF SUBMITTER:	Robert A. Madayag

OP \$65.00 3046879

Signature:	/Robert A. Madayag/
Date:	08/05/2013
Total Attachments: 3 source=GSI Trademark Assignment#page1.tif source=GSI Trademark Assignment#page2.tif source=GSI Trademark Assignment#page3.tif	

ASSIGNMENT OF TRADEMARKS

**ASSIGNMENT OF TRADEMARKS** ("this Assignment") dated effective as of the 31<sup>st</sup> day of July, 2013, by Andrews Consulting Group, Inc., a Connecticut corporation with a principal place of business located at 700 W. Johnson Avenue, Suite 202, Cheshire, Connecticut 06410 and The Andrews Group LLC, a Connecticut limited liability company with a principal place of business located at 700 W. Johnson Avenue, Suite 202, Cheshire, Connecticut 06410, whose parent is Andrews Consulting Group, Inc. (collectively, the "Assignors") to and in favor of GLOBAL SYSTEMS INTEGRATION, INC., a Georgia corporation with a principal place of business located in Cherokee County, Georgia ("Assignee").

RECITALS

**WHEREAS**, Assignors are the owners of all right, title and interest in and to the registered United States trademarks and servicemarks listed on SCHEDULE A attached hereto and incorporated herein by this reference, together with the goodwill symbolized by and associated with such marks (collectively, the "Trademarks"); and

**WHEREAS**, pursuant to Section 9.04(g) of the Agreement of Purchase and Sale of Assets, dated July 31, 2013, by and among Assignors, Assignee, and Mr. William Cashman, an individual resident of Orange County, New York (the "Asset Purchase Agreement"), Assignors have agreed to transfer, convey, and assign all right, title and interest in and to the Trademarks, and Assignee desires to acquire all such right, title and interest in and to the Trademarks;

**NOW, THEREFORE**, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration contained herein, the receipt and sufficiency of which are hereby acknowledged by Assignors, and subject to the terms and conditions of the Asset Purchase Agreement, Assignors hereby grant, convey, transfer and assign to Assignee, and its successors and assigns, all right, title and interest whatsoever, throughout the world, in and to the Trademarks (including, without limitation, common law rights, all applications and registrations for the Trademarks, and all rights to further register and obtain renewals and extensions of registrations for the Trademarks and all rights to sue for past infringement and to collect and retain all damages and profits therefrom), together with the goodwill symbolized by and associated with the Trademarks.

**TO HAVE AND TO HOLD THE SAME, UNTO ASSIGNEE, ITS SUCCESSORS AND ASSIGNS, FOR THE FULL DURATION OF ALL SUCH RIGHTS, AND ANY RENEWALS OR EXTENSIONS THEREOF.**

Assignee shall have the right to, and shall be solely responsible for, filing or recording this Assignment of Trademarks with the United States Patent and Trademark Office, and any other equivalent authority anywhere else in the United States or in any other country. If the United States Patent and Trademark Office requires any further documents or filings, Assignors will reasonably cooperate in connection with same, and recognizing that Assignee will prepare any such further

documents or filings for execution by Assignors.

This Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Georgia without regard to the principles of conflicts of laws thereunder. This Assignment contains our entire agreement on this subject and may only be changed or supplemented by a signed writing.

IN WITNESS WHEREOF, Assignors have executed this Assignment under their respective hands and seals as of the date shown above.

**"ASSIGNORS"**

**ANDREWS CONSULTING GROUP, INC.**

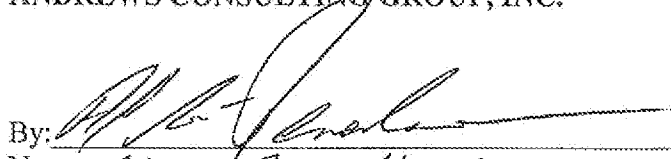
ATTEST:



Name: DAVID ANDREWS  
Secretary CEO

[CORPORATE SEAL]

By:

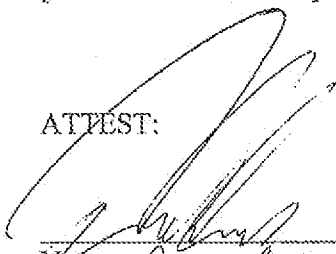


Name: Albert Remediani  
Title: SVP's CEO

*Duly Authorized*

**THE ANDREWS GROUP LLC**

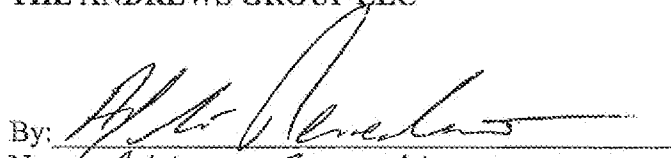
ATTEST:



Name: DAVID ANDREWS  
Title: CEO

[COMPANY SEAL]

By:



Name: Albert Remediani  
Title: SVP's CEO

*Duly Authorized*

SCHEDULE A  
TO ASSIGNMENT OF TRADEMARKS

Registered Trademarks and Servicemarks

MARK	REGISTRATION NUMBER	SERIAL NUMBER
RAPIDRECONCILER®	3046879	783666804
ANDREWS CONSULTING®	4352382	85439628