

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
DARBY CORPORATE SOLUTIONS, INC.		02/06/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	TELOGIS, INC.		
Street Address:	1 Technology Drive		
Internal Address:	Suite I 829		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2455889	DIPLOMAT	
Registration Number:	2344815	MERCHANTCENTER	
Serial Number:	77330068	ATTACHÉ	
Serial Number:	77526904	DOMINION	
CORRESPONDENCE DATA			
Fax Number:	(213)627-0705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 683-5627		
Email:	PalakShah@PaulHastings.com		
Correspondent Name:	Paul, Hastings, Janofsky & Walker LLP		
Address Line 1:	515 S. Flower Street		
Address Line 2:	25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	36729.00008		

CH \$115.00 2455889

NAME OF SUBMITTER:	Palak Shah
Signature:	/Palak Shah/
Date:	02/20/2009
Total Attachments: 5 source=DCS Trademark Assignment#page1.tif source=DCS Trademark Assignment#page2.tif source=DCS Trademark Assignment#page3.tif source=DCS Trademark Assignment#page4.tif source=DCS Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This Assignment is made as of the 6th day of February, 2009, by and between Darby Corporate Solutions, Inc., a New York corporation ("Assignor"), on the one hand, and Telogis, Inc., a Delaware corporation ("Assignee"), on the other hand.

WHEREAS, Assignor owns the trademarks and corresponding registrations/applications therefor listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of the date hereof, among Assignor, Assignee and certain other parties thereto (the "Purchase Agreement"), Assignee is acquiring the Trademarks from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby irrevocably and unconditionally grants, transfers, conveys, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks and all common law rights and registrations and applications therefor, together with the goodwill associated therewith and symbolized thereby, the same to be held by Assignee for Assignee's use and enjoyment and for the use and enjoyment of Assignee's successors, assigns and other legal representatives; together with all rights to claims for damages and all rights to sue and recover for past, present and future infringement, and all rights to income, royalties and license fees deriving from the Trademarks.

2. Assignor agrees to execute all documents, perform all acts and assist in all proceedings as Assignee may deem appropriate to perfect, enforce, register, or record the rights of the Assignee to the Trademarks. If Assignor does not, within five (5) days of presentment, return any executed documents requested by Assignee, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

3. Nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignor or Assignee as set forth in the Purchase Agreement. In the event of a conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

4. This Assignment shall be binding on and inure to the benefit of and be enforceable by Assignor and Assignee and their respective successors and assigns. Nothing in this instrument shall be deemed to create or imply any right or benefit in

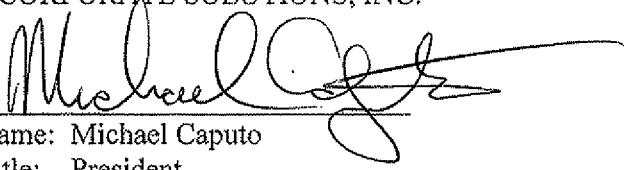
any Person other than Assignor, Assignee and their respective successors and assigns.

5. The parties hereto agree that any dispute arising from or relating to this Assignment or the subject matter hereof shall be resolved in accordance with, and subject to the provisions of, Section 8.3 of the Purchase Agreement.

[Signature page follows]

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

DARBY CORPORATE SOLUTIONS, INC.

By: 
Name: Michael Caputo
Title: President

TELOGIS, INC.

By: _____
Name:
Title:

DCS-Assignment of Trademarks

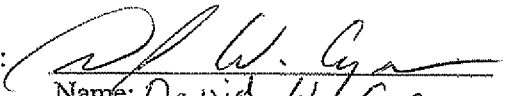
TRADEMARK
REEL: 003939 FRAME: 0449

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

DARBY CORPORATE SOLUTIONS, INC.

By: _____
Name: Michael Caputo
Title: President

TELOGIS, INC.

By: 
Name: David W. Cozzens
Title: CEO

DCS-Assignment of Trademarks

TRADEMARK
REEL: 003939 FRAME: 0450

SCHEDULE A

United States Registrations/Application

REGISTERED MARKS:

<u>Mark</u>	<u>USPTO Registration No.</u>
Diplomat	2,455,889
MerchantCenter	2,344,815

PENDING MARKS:

<u>Mark</u>	<u>USPTO Application No.</u>
Attache	77/330068
Dominion	77/526904