

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Intrasphere Technologies, Inc.		08/12/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Deloitte Development LLC
<b>Street Address:</b>	4022 Sells Drive
<b>City:</b>	Hermitage
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37076-2930
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	75909013	INTRASPHERE
Serial Number:	78099242	INVIEW
Serial Number:	78081660	NSTREAM
Serial Number:	78492704	BIONETX
Serial Number:	78099239	INHOUSE
Serial Number:	76292176	ENTEGRATION
Serial Number:	76207660	ENTERGRATION
Serial Number:	76207659	EINTELLIGENCE ARCHITECTURE
Serial Number:	85306896	SAFETYXPRESS

**CORRESPONDENCE DATA**

Fax Number: (212)715-8000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212.715.9224  
 Email: KLtrademark@kramerlevin.com  
 Correspondent Name: Kramer Levin Naftalis & Frankel LLP

**900200082**

**TRADEMARK  
 REEL: 004607 FRAME: 0517**

**CH \$240.00 75909013**

Address Line 1: 1177 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	098056-00291
NAME OF SUBMITTER:	Kevin M. Moss
Signature:	/Kevin M. Moss/
Date:	08/18/2011

**Total Attachments: 9**

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment Agreement") is made as of August 12, 2011 by and between Intrasphere Technologies, Inc., a Delaware corporation, PharmaCM LLC, a New York limited liability company, Intrasphere Technologies Ltd., a company organized under the laws of the United Kingdom (collectively, "Assignors", and each of them an "Assignor"), and Deloitte Development LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignors and Deloitte Consulting LLP, a Delaware limited liability partnership and an Affiliate of Assignee ("Buyer"), are parties to that certain Asset Purchase Agreement, dated as of June 27, 2011 (as such agreement may have been, or may from time to time be, amended, supplemented or otherwise modified, the "Purchase Agreement"), by and among Assignors, Buyer, and the other signatories party thereto. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, each Assignor is the owner of all rights, title and interests in and to such Assignor's trademarks listed on Exhibit A attached hereto (the "Trademarks"), together with the goodwill of the Business connected with and symbolized by the Trademarks.

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire all of Assignors' respective rights, title and interests in and to the Trademarks, together with the goodwill of the Business connected with and symbolized by the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Each Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of such Assignor's rights, title and interests in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the Business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, the right to bring an action for any and all past infringements of the rights being assigned and the right to collect and retain any proceeds therefrom, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by such Assignor had this sale, assignment, transfer conveyance and deliverance not been made.

2. At and from time to time following the Closing, each Assignor shall take such actions as required by Section 7.18 (*Further Assurances*) of the Purchase Agreement in regard to this Trademark Assignment Agreement.

3. This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an

original, but all of which when taken together shall constitute one and the same agreement. Each counterpart may be delivered by facsimile transmission or electronic transmission in portable document format, which transmission shall be deemed to be delivery of an originally executed document.

4. This Trademark Assignment Agreement shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal Laws of the State of New York applicable to agreements made and fully performed within the State of New York.

**[Signature page follows]**

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

**ASSIGNORS:**


INTRASPHERE TECHNOLOGIES, INC.

By:   
Name: William Karl  
Title: Chief Executive Officer

PHARMACM LLC

By: \_\_\_\_\_  
Name: Woo Song  
Title: Managing Member

INTRASPHERE TECHNOLOGIES LTD.

By:   
Name: Samuel Goldman  
Title: Chief Operating Officer

**ASSIGNEE:**

DELOITTE DEVELOPMENT LLC

By: \_\_\_\_\_  
Name:  
Title:

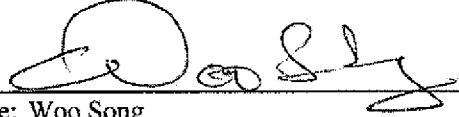
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INTRASPHERE TECHNOLOGIES LTD.

By: \_\_\_\_\_  
Name: Samuel Goldman  
Title: Chief Operating Officer

**ASSIGNEE:**

DELOITTE DEVELOPMENT LLC

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Trademark Assignment Agreement]*

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PHARMACM LLC

By: \_\_\_\_\_  
Name: Woo Song  
Title: Managing Member

INTRASPHERE TECHNOLOGIES LTD.

By: \_\_\_\_\_  
Name: Samuel Goldman  
Title: Chief Operating Officer

**ASSIGNEE:**

DELOITTE DEVELOPMENT LLC

By: Avery Stok  
Name: Avery Stok  
Title: President

**Exhibit A**

**Trademarks**

**Registered Marks**

<b>Mark</b>	<b>Goods / Services</b>	<b>Application Serial Number</b>	<b>Registration Number</b>	<b>Applicant / Owner</b>	<b>Filing Date</b>	<b>Registration Date</b>
INTRASPHERE	Computer consulting; computer systems analysis and diagnosis; computer site design; creating, designing, implementing, maintaining and updating web sites and network web pages for others; software design for others; software product development for others; computer programming for others on mainframe computers, desktop computers, mobile computers and a global information network; integration of computer systems and networks; installation, maintenance and repair of computer software; data conversion of computer program data or information.	75909013	2473193	Intrasphere Technologies, Inc.	February 3, 2000	July 31, 2001
PHARMACM	Design, development and consulting services in the field of content management software used by the Life Sciences industry, particularly in the areas of clinical trials, regulatory submissions and structured content management.	77780764	3777181	PharmaCM, LLC	July 14, 2009	April 20, 2010



**Unregistered Marks**

Mark	Goods / Services	Application Serial Number	Registration Number	Applicant / Owner	Filing Date	Registration Date
INVIEW (Cancelled – Registration cancelled because registrant did not file an acceptable declaration under Section 8)	Software for a multi-level reporting tool designed to organize and publish data from any set of tables.	78099242	2672262	Intrasphere Technologies, Inc.	December 19, 2001	January 7, 2003
NSTREAM (Cancelled – Registration cancelled because registrant did not file an acceptable declaration under Section 8)	Computer software for use in data mining, schedule management, electronic mail services, contact management, and for receiving industry and company news, in the field of energy.	78081660	2618385	Intrasphere Technologies, Inc.	August 29, 2001	September 10, 2002
BIONETX (Abandoned Application)	Computer consultation in the field of biomedical informatics.	78492704	N/A	Intrasphere Technologies, Inc.	September 30, 2004	N/A
INHOUSE (Abandoned Application)	Software for facilitating creation and publication of Internet web pages, and for content management for Internet web pages.	78099239	N/A	Intrasphere Technologies, Inc.	December 19, 2001	N/A
ENTEGRATION (Abandoned Application)	Computer consulting; computer systems analysis and diagnosis; computer site design; creating, designing, implementing, maintaining and updating web sites and network web pages for others; software design for others; software product development for	76292176	N/A	Intrasphere Technologies, Inc.	July 23, 2001	N/A

Mark	Goods / Services	Application Serial Number	Registration Number	Applicant / Owner	Filing Date	Registration Date
	others; computer programming for others on mainframe computers, desktop computers, mobile computers and a global information network; integration of computer systems and networks; installation, maintenance and repair of computer software; data conversion of computer program data or information.					
ENTERGRATION (Abandoned Application)	Computer consulting; computer systems analysis and diagnosis; computer site design; creating, designing, implementing, maintaining and updating web sites and network web pages for others; software design for others; software product development for others; computer programming for others on mainframe computers, desktop computers, mobile computers and a global information network; integration of computer systems and networks; installation, maintenance and repair of computer software; data conversion of computer program	76207660	N/A	Intrasphere Technologies, Inc.	February 9, 2001	N/A

Mark	Goods / Services	Application Serial Number	Registration Number	Applicant / Owner	Filing Date	Registration Date
	data or information.					
EINTELLIGENCE ARCHITECTURE (Abandoned Application)	Computer consulting; computer systems analysis and diagnosis; computer site design; creating, designing, implementing, maintaining and updating web sites and network web pages for others; software design for others; software product development for others; computer programming for others on mainframe computers, desktop computers, mobile computers and a global information network; integration of computer systems and networks; installation, maintenance and repair of computer software; data conversion of computer program data or information.	76207659	N/A	Intrasphere Technologies, Inc.	February 9, 2001	N/A
SAFETYXPRESS (Application)	Computer software for Drug Safety and Pharmacovigilance programs.	85306896	N/A	Intrasphere Technologies, Inc.	April 28, 2011	N/A