

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Corporate Computer Systems, Inc.		03/01/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Procesamiento Digital y Sistemas, SL
Street Address:	Calle Trigo, no. 54
City:	Madrid
State/Country:	SPAIN
Postal Code:	28914
Entity Type:	CORPORATION: SPAIN

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2072351	M
Registration Number:	1678299	CCS
Registration Number:	1672866	CCS
Registration Number:	1689532	MUSICAM
Registration Number:	2021266	CDQPRIMA
Registration Number:	2742744	PRIMA
Registration Number:	2732577	TEAM

CORRESPONDENCE DATA

Fax Number: (312)775-8100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312 775 8000
 Email: rdicerbo@mcandrews-ip.com
 Correspondent Name: Ronald A DiCerbo
 Address Line 1: 500 West Madison
 Address Line 2: 34th Floor

CH \$190.00 2072351

Address Line 4: Chicago, ILLINOIS 60661

DOMESTIC REPRESENTATIVE

Name: Ronald A DiCerbo
Address Line 1: 500 West Madison
Address Line 2: 34th Floor
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Ronald A DiCerbo
Signature:	/Ronald A DiCerbo/
Date:	05/01/2007

Total Attachments: 6
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ASSET PURCHASE AGREEMENT

dated as of March 15, 2007

between

PROCESAMIENTO DIGITAL Y SISTEMAS, SL

as Purchaser

and

CORPORATE COMPUTER SYSTEMS, INC.

as Seller

DALLAS 1743436v2C

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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. DEFINITIONS.....	1
ARTICLE 2. PLAN OF ACQUISITION	4
2.1. Acquisition of Assets	4
2.2. Excluded Assets	4
2.3. Liabilities Not Assumed	4
2.4. Purchase Price	4
2.5. Closing	4
2.6. Conveyance Documents.....	5
2.7. Conditions Precedent to Closing.....	5
2.8. Further Assurances.....	6
2.9. Allocation of the Purchase Price.....	6
ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF SELLER.....	6
3.1. Organization, Good Standing and Qualification of Seller	6
3.2. Power and Authority of Seller	6
3.3. Authority and Validity	6
3.4. Binding Effect	6
3.5. Necessary Approvals and Consents	7
3.6. No Conflict with Other Instruments.....	7
3.7. Title to Assets	7
3.8. Intellectual Property	7
3.9. Taxes	8
3.10. Litigation and Government Claims.....	8
3.11. Solvency.....	8
3.12. Licenses and Permits.....	8
3.13. Compliance with Laws; No Judgments, Decrees, or Orders in Restraint of Business	9
3.14. No Violation of Any Instrument	9
3.15. Revenue Royalty Agreements.....	9
3.16. No Brokerage Fees.....	9
ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF PURCHASER.....	9
4.1. Organization and Good Standing.....	9
4.2. Authority and Validity	9
4.3. Binding Effect	9
4.4. No Conflict with Other Instruments.....	9
4.5. Necessary Approvals and Consents	10
4.6. No Brokerage Fees.....	10

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), executed on March 15, 2007 and effective as of March 1, 2007 (the "Effective Date"), is entered into by and between Procesamiento Digital y Sistemas, SL, a Spanish corporation ("Purchaser"), and Corporate Computer Systems, Inc., a Delaware corporation ("Seller"). Seller and Purchaser are collectively referred to herein as the "Parties."

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, substantially all of the assets of Seller, including each of the assets, the business, the property, the goodwill and those certain rights of Seller, as set forth in Exhibit A attached to the Agreement, (the "Assets") used or useful in or relating to the business operations conducted by Seller (the "Business") in accordance with this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

"Affiliate" means, when used with respect to a specified Person, any other Person controlling, controlled by or under common control with the specified Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power to direct the management and policies of the Person whether through the ownership of voting securities or by contract; and the term "controlled" has the meanings correlative to the foregoing.

"Agreement" has the meaning given such term in the first paragraph of this Agreement.

"Assets" has the meaning given such term contained in the second paragraph above and as described in Exhibit A attached to the Agreement.

"Business" has the meaning given such term in the second paragraph of this Agreement.

"Claim" means any written demand, demand letter, claim or notice of noncompliance or violation or Proceeding.

"Claim Notice" has the meaning given such term in Section 6.3(c).

"Closing" has the meaning given such term in Section 2.5.

"Closing Date" has the meaning given such term in Section 2.5.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract" means any binding agreement, contract, lease, consensual obligation, promise or undertaking (whether written or oral and whether express or implied).

DALLAS 1743436v2C


TRADEMARK
REEL: 003532 FRAME: 0690

"Tax Allocation Schedule" has the meaning given such term in Section 2.9.

"Tax Return" means any report, statement, form, return or other document or information required to be supplied to a taxing authority in connection with Taxes.

"Third Person" means (i) any Person other than a Party or its Affiliates and (ii) any Governmental Authority.

"Third Person Claim" has the meaning given such term in Section 6.4(c).

**ARTICLE 2.
PLAN OF ACQUISITION**

2.1. Acquisition of Assets. Upon the terms and conditions stated in this Agreement, Seller hereby agrees to sell, and Purchaser hereby agrees to acquire, the Assets.

2.2. Excluded Assets. The Assets sold and acquired hereunder shall not include any assets of Seller that are not listed on the attached Exhibit A.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PURCHASER:

PROCESAMIENTO DIGITAL Y SISTEMAS, SL

By: 

Name: Javier Lizuain

Title: Chief Executive Officer

SELLER:

CORPORATE COMPUTER SYSTEMS, INC.

By: 

Name: Omar A. Choucair

Title: President



Exhibit A (Continued)

4. Customer List

5. Trademarks:

Owner	Trademark	Registered #	Grant Date	Country Issued
CCS	M AND DESIGN	2,072,351	06/17/1997	US
CCS	CCS	1,678,299	03/10/1992	US
CCS	CCG (LOGO)	1,672,866	01/21/1992	US
CCS	MUSICAM	1,689,532	05/26/1992	US
CCS	CDQPRIMA	2,021,266	12/03/1996	US
CCS	PRIMA	2,742,744	07/29/2003	US
CCS	TEAM	2,732,577	07/01/2003	US

Exhibit A - Page 2

DALLAS 1743436v2C

