

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MTM Technologies (Texas), Inc.		02/01/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MTM Technologies, Inc.
Street Address:	1200 High Ridge Rd.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06905
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2924616	VECTOR ESP
Registration Number:	2763391	ENTERPRISE SERVICES PARTNER

CORRESPONDENCE DATA

Fax Number: (212)603-2001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-603-2000
 Email: pto2@thelen.com
 Correspondent Name: Monica B. Richman
 Address Line 1: 875 Third Avenue
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	036446-000028 MTM ASSIGNM
NAME OF SUBMITTER:	Mathew S. Mathew
Signature:	/mary s. mathew/

TRADEMARK

CH \$65.00 2924616

Date:

08/09/2007

Total Attachments: 4

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ASSIGNMENT

This Assignment Agreement is by and between MTM Technologies (Texas), Inc., a corporation organized under the laws of Delaware, having its executive office at 1200 High Ridge Rd., Stamford, CT 06905 (the "Assignor"), and MTM Technologies, Inc., a New York corporation, with a place of business at 1200 High Ridge Rd., Stamford, CT 06905, and Assignor's parent company (the "Assignee") (collectively, the "Parties"), and is effective as of February 1, 2006, the date of the Certificate of Ownership and Merger of the Assignor into the Assignee ("Effective Date").

WHEREAS, Assignor was a wholly-owned subsidiary of Assignee into which it merged;

WHEREAS, Assignor is listed as the owner of certain U.S. Trademarks listed in Exhibit A ("the Trademarks") within the records of the United States Patent and Trademark Office;

WHEREAS, in connection with said merger, Assignor assigned to Assignee all of its right and interest in the Trademarks and the goodwill associated with the Trademarks; and

WHEREAS, in connection with said merger, Assignee acquired from Assignor the Trademarks and the goodwill associated with the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration mutually acknowledged by the Parties, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Trademarks, including, without limitation, all common law rights, together with the

goodwill symbolized by any use of the Trademarks, and the right to sue third parties for and recover damages from past and future infringement of the Trademarks.


IN WITNESS WHEREOF, this Assignment Agreement has been executed by the Parties on the day and year written below, with effect as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

MTM Technologies (Texas), Inc.

MTM Technologies, Inc.

By: 
Name: J.W. Braukman, III
Title: Senior Vice President and CFO
Date:

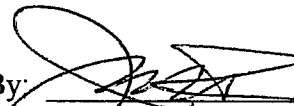
By: 
Name: J.W. Braukman, III
Title: Senior Vice President and CFO
Date:

EXHIBIT A

Mark	Registration No.
VECTOR ESP	Reg. No.: 2924616
ENTERPRISE SERVICES PARTNER	Reg. No.: 2763391