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TO: NANCY CHENG COMPANY: PAUL, HASTINGS, JANOFSKY & WALKER LLP

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

08/11/2009
900140743

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of IP Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TEXTRON FINANCIAL CORPORATION		07/01/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A., as Agent
Street Address:	110 West 40th Street
Internal Address:	16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	National Banking Association: U.S.A.

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2388982	STOREROOM SOLUTIONS
Registration Number:	2422279	VIRTUAL STOREROOM
Registration Number:	2685046	STOREROOM-ON-SITE

CORRESPONDENCE DATA

Fax Number: (213)627-0705
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (213) 683-5627
 Email: nancycheng@paulhastings.com
 Correspondent Name: Nancy Cheng
 Address Line 1: Paul, Hastings, Janofsky & Walker LLP
 Address Line 2: 515 S. Flower Street, 25th Floor
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WF/STOREROOM(39093-00010)
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TO:NANCY CHENG COMPANY:PAUL, HASTINGS, JANOFSKY & WALKER LLP

NAME OF SUBMITTER:	Nancy Cheng
Signature:	/Nancy Cheng/
Date:	08/11/2009
Total Attachments: 5 source=Assignment of IP Security Agreement#page1.tif source=Assignment of IP Security Agreement#page2.tif source=Assignment of IP Security Agreement#page3.tif source=Assignment of IP Security Agreement#page4.tif source=Assignment of IP Security Agreement#page5.tif	

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REEL: 004043 FRAME: 0893

TO: NANCY CHENG COMPANY: PAUL, HASTINGS, JANOFSKY & WALKER LLP

ASSIGNMENT OF IP SECURITY AGREEMENT

This **ASSIGNMENT OF IP SECURITY AGREEMENT** (this "Assignment") is executed as of July 1, 2009, by **TEXTRON FINANCIAL CORPORATION**, a Delaware corporation ("Textron"), in its capacity as lender immediately prior to the effectiveness of the below-defined Assignment and Assumption Agreement (in such capacity, "Assignor") in favor of Assignee (as defined below). Capitalized terms used herein but not defined herein shall have the respective meanings assigned to such terms in the Loan Agreement referred to below.

WITNESSETH:

WHEREAS, Storeroom Solutions, Inc., a Pennsylvania corporation ("Borrower") entered into that certain Amended and Restated Loan and Security Agreement, dated as of March 26, 2007 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among Borrower and Textron, as Lender;

WHEREAS, Borrower entered into that certain Patent, Copyright and Trademark Collateral Assignment and Security Agreement, dated as of April 1, 2003 (as amended, restated, supplemented, or otherwise modified from time to time, the "IP Security Agreement"), by and among Borrower and Textron, concerning the Intellectual Property Collateral (as defined in the IP Security Agreement), including the Trademarks, Patents, Trade Names and Copyrights (each, as defined in the IP Security Agreement) listed on Schedule 1 attached hereto, which IP Security Agreement was recorded with the United States Patent and Trademark Office on July 18, 2003 as Reel/Frame Number 002780/0038 and the Copyright listed on Schedule 1 was registered with the United States Copyright Office on May 7, 2002;

WHEREAS, Assignor and Wells Fargo Bank, N.A. ("Assignee") are parties to that certain Assignment and Assumption Agreement, dated as of June 4, 2009 (the "Assignment Agreement"), pursuant to which Assignor has assigned all of its right, title and interest in and to the Loan Documents to Assignee; and

WHEREAS, in connection with the Assignment Agreement, Assignee has requested that Assignor enter into this Assignment;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. Assignor, for good and adequate consideration described in the Assignment Agreement, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, without recourse, representation or warranty of any kind, as of the Effective Date (as defined in the Assignment Agreement) to Assignee all of the rights, title and interest of Assignor in, to and under the IP Security Agreement.
2. Further Assurances. Assignor agrees to cooperate with Assignee and take all actions reasonably requested by Assignee in order to fully carry out the terms of this Assignment or to permit Assignee to obtain the full benefits of this Assignment.

LEGAL_US_W# 62127537.3

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3. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Rhode Island without regard to principles of conflicts of laws.

[Signature pages follow.]

LEGAL_US_W # 62127537.3

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TO: NANCY CHENG COMPANY: PAUL, HASTINGS, JANOFSKY & WALKER LLP

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

"ASSIGNOR":

TEXTRON FINANCIAL CORPORATION,
a Delaware corporation,
in its capacity as Assignor

By: *Robert E. Wagner*
Name: ROBERT E. WAGNER
Title: DIVISION PRESIDENT

"ASSIGNEE":

WELLS FARGO BANK, N.A.,
a national banking association,
in its capacity as Assignee

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ASSIGNMENT IP SECURITY INTEREST]

TRADEMARK

REEL: 004048 FRAME: 0896

TO: NANCY CHENG COMPANY: PAUL, HASTINGS, JANOFFSKY & WALKER LLP

Aug. 11. 2009 2:50PM

No. 7471 P. 4

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.


"ASSIGNOR":

TEXTRON FINANCIAL CORPORATION,
a Delaware corporation,
in its capacity as Assignor

By: _____
Name: _____
Title: _____

"ASSIGNEE":

WELLS FARGO BANK, N.A.,
a national banking association,
in its capacity as Assignee

By: 
Name: Alan E. Cohen
Title: VP - Relationship Manager

[SIGNATURE PAGE TO ASSIGNMENT IF SECURITY INTEREST]

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TO: NANCY CHENG COMPANY: PAUL, HASTINGS, JANOFSKY & WALKER LLP

SCHEDULE 1
TO
ASSIGNMENT OF IP SECURITY INTEREST

TRADEMARKS

Trademark/ Service Mark	Country	Registration No.	Registration/ Filing Date	Expiration Date
Storeroom Solutions	USA	2,388,982	September 26, 2000/ June 3, 1997	September 25, 2010
Virtual Storeroom	USA	2,422,279	January 16, 2001/ July 7, 1997	January 15, 2011
Storeroom-on-site	USA	2,685,046	February 11, 2003/ July 7, 1997	February 10, 2013

PATENTS

Patent	Country	Registration No.	Registration/ Filing Date	Expiration Date
None				

TRADE NAMES

Storeroom Solutions.

COPYRIGHTS

Copyright	Country	Registration No.	Registration/ Filing Date	Expiration Date
Storeroom-on-site	USA	Txu 1-036-669	May 7, 2002	December 31, 2096

LEGAL_US_W# 62127537.3

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REEL: 004043 FRAME: 0898

TO:NANCY CHENG COMPANY:PAUL, HASTINGS, JANOFSKY & WALKER LLP



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



AUGUST 12, 2009

900140743

PTAS

NANCY CHENG
PAUL, HASTINGS, JANOFSKY & WALKER LLP
515 S. FLOWER STREET, 25TH FLOOR
LOS ANGELES, CA 90071

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 900140743

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REF: 004043 FRAME: 0899

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\$3.31 (A) (8) .

ALLYSON PURNELL, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK

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I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office

on August 13, 2009
Date

Nancy Cheng
Signature

Nancy Cheng C/O Paul, Hastings, Janofsky & Walker LLP
Typed or printed name of person signing Certificate

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(213) 683 - 5627
Telephone Number

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