

08-02-2002



Form TPO-1594
(Rev. 9/3/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Netcal, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (GA)
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: DPSC Acquisition Corp.

Internal Address: Suite 200

Street Address: 3150 Holcomb Bridge Rd.

City: Norcross State: GA Zip: 30071

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State GA
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: Feb. 2, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1672497

2218129

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jonathan R. Cox

Internal Address: Suite 200

Street Address: 3150 Holcomb Bridge Rd.

City: Norcross State: GA Zip: 30071

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jonathan R. Cox
Name of Person Signing

Jonathan R. Cox
Signature

12-18-2001
Date

Total number of pages including cover sheet, attachments, and document: 2

01/03/2002 DBYRNE 00000083 1672497

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481 40.00 DP
02 FC:482 25.00 OP

TRADEMARK
REEL: 002553 FRAME: 0741

ASSIGNMENT OF TRADEMARK REGISTRATION

WHEREAS, NETCAL, INC., a corporation of the State of Georgia, having an address at 6190 Powers Ferry Road, Suite 400, Atlanta, Georgia, 30339, has adopted and is using the following marks:

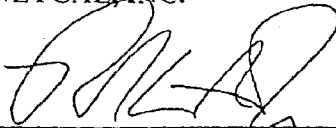
<u>Mark Name</u>	<u>Serial Number</u>	<u>Registration Number</u>
RISKREPORTER I	74153642	1672497
CALLREPORTER III	75232355	2218129

WHEREAS, DPSC ACQUISITION CORP., a corporation of the State of Georgia having an address at 3150 Holcomb Bridge Road, Suite 200, Norcross, Georgia 30071, is desirous of acquiring said marks and the registrations thereof, together with the good will of the business symbolized by the marks;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Netcal, Inc. does hereby assign, sell, and transfer unto DPSC Acquisition Corp. all right, title and interest in the marks and in the above-identified registrations of the marks, including the right to sue for damages and other remedies in respect of any infringement of the marks which may have occurred before the date of this assignment, together with the good will of the business symbolized by the marks.

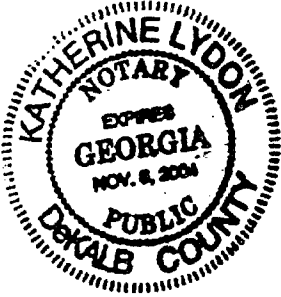
NETCAL, INC.

By:


Richard S. Eiswirth, Vice President

STATE OF GEORGIA

On this 2nd day of February, 2001 before me appeared Richard S. Eiswirth, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of the identified corporation.



Katherine Lydon
Notary Public
My Commission Expires: November 8, 2004

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT made this 15 day of December, 1999, by and between DPSC Software, Inc., a California corporation ("Assignor"), and Netcal, Inc., a Georgia corporation ("Assignee");

WITNESSETH:

WHEREAS, the Assignor, Assignee and certain others have entered into a certain Asset Purchase Agreement as of December 15, 1999 (the "Purchase Agreement"), pursuant to which Assignee is to acquire all intellectual property assets and associated goodwill of Assignor's Business as defined in the Purchase Agreement (the "Intellectual Property Assets");

WHEREAS, the Assignor is the owner of trademark and service mark registrations and applications which are listed on Schedule A attached hereto, which forms a part hereof;

WHEREAS, the Assignor is the owner of issued patents and filed patent applications which are listed on Schedule B attached hereto, which forms a part hereof;

WHEREAS, the Assignor is the owner of trade names, copyrights, trade secrets, general intangibles, internet domain names, associated goodwill and other proprietary information, processes, and formulae used in the Business and otherwise necessary for the ownership and use of the Intellectual Property Assets and the conduct of the Business;

NOW, THEREFORE, for and in consideration of the total sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Assignment of Trademarks.** Assignor hereby transfers and assigns all of its right, title and interest whatsoever throughout the world in and to the trademarks, service marks and trade names used in connection with the Business, including those marks listed on Exhibit A (collectively, the "Assigned Marks"), all applications to register the Assigned Marks, and all registrations of the Assigned Marks, together with the goodwill of all business connected with the use of and symbolized by the Assigned Marks, to Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks. Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Marks anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignee shall have control over the Assigned Marks, including control over the nature and quality of the goods or services on or in connection with which the mark is used, and shall at all times be given access to any and all resources of Assignor necessary to exercise such control.

Assignor covenants not to use or display the Assigned Marks, or any mark confusingly similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Assigned Marks, any applicable registrations thereof or the ownership of the Assigned Marks by Assignee.

2. **Assignment of Patents.** Assignor hereby transfers and assigns all of its right, title and interest whatsoever throughout the world in and to the issued patents and filed patent applications identified in Schedule B hereto ("Assigned Patents"), all applications to register the Assigned Patents, and all registrations of the Assigned Patents, together with the goodwill of all business connected with the use of and symbolized by the Assigned Patents, to Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Patents. Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Patents anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignee shall have control over the Assigned Patents, including control over the nature and quality of the goods or services on or in connection with which the patent is used, and shall at all times be given access to any and all resources of Assignor necessary to exercise such control.

3. **Assignment of Other Intellectual Property.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever throughout the world in and to any and all trade names, copyrights, trade secrets, general intangibles, internet domain names and registrations (including www.dpscsoftware.com), associated goodwill and other proprietary information, processes and formulae used in the Business or otherwise necessary for the ownership and use of the Intellectual Property Assets and the conduct of the Business, as set forth in the Purchase Agreement (collectively, the "Other Intellectual Property"), to the full extent of the scope of use therein described, together with goodwill and all business connected with the use of and symbolized by the Other Intellectual Property and the right to sue for all past, present and future infringements or misappropriation of the Other Intellectual Property, in perpetuity (or for the longest period of time otherwise permitted by law).

4. **Technical Documentation.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever in all technical and descriptive materials relating to the Intellectual Property Assets.

5. **Other Contracts.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever in all passive contracts, agreements, licenses, commitments, arrangements and permissions with respect to the Intellectual Property Assets.

6. **Authorizations.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever in all governmental approvals, authorizations, certifications, consents, variances, permissions, licenses and permits to or from, or filings, notices or recordings to or with, states and other jurisdictions outside of the

United States, as well as U.S. federal, state, and local governmental authorities with respect to the Intellectual Property Assets, but subject to the procurement and execution of deeds and other instruments of conveyance, transfer or assignment required by federal copyright, patent or trademark laws or the laws of the U.S. states and non-U.S. jurisdictions in which the Intellectual Property Assets are located.

7. **Claims.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever in all claims Assignor may have against any person relating to or arising from the Intellectual Property Assets, including rights to recoveries and choses in action, contract and other rights to sue for infringement upon the Intellectual Property Assets and to enforce all other rights relating to the Intellectual Property Assets, but explicitly excluding those certain claims as set forth in the Purchase Agreement.

8. **Further Assurances.** Without further consideration, Assignor and Assignee shall take all such other action and shall procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee or its counsel, or Assignor or its counsel, as the case may be, may reasonably request to vest in Assignee, and perfect Assignee's right, title, and interest in, and enjoyment of, the Intellectual Property Assets. Furthermore, Assignor agrees that after the execution of this Assignment, it shall cease use of the names "DPSC Software," "DPSC Internet," "DPSC" and "Distributed Planning Systems Corporation" and all Intellectual Property Assets, and that it shall promptly file all necessary and appropriate documents required to change its corporate name to exclude the foregoing names therefrom and to otherwise cease use of such names in any capacity whatsoever, except to the minimum extent necessary to allow prosecution and final resolution of certain claims as set forth in the Purchase Agreement. Notwithstanding the Assignor's name change, it shall continue to be responsible and obligated pursuant to this Agreement. Assignee is hereby authorized to record the form of transfer acknowledgment attached hereto as Exhibit C in the U.S. Patent and Trademark Office, and any state's patent and trademark office with respect to each Assigned Mark and Assigned Patent that is registered in such office.

9. **Power of Attorney.** In order to assist Assignee in the timely and efficient recordation of the assignment and transfer of the Intellectual Property Assets with U.S. federal, state and local governmental authorities and non-U.S. governmental authorities, Assignor hereby executes a power of attorney that authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee, as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all documents, papers and instruments to the extent necessary in Assignee's opinion for Assignee to obtain all right, title and interest in and to the Intellectual Property Assets and to otherwise properly assign, convey or otherwise transfer title in or to the Intellectual Property Assets to Assignee in accordance with the terms of this Assignment and the Purchase Agreement. Assignor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done within the parameters set forth in this Section 9. This power of attorney shall be deemed to be coupled with an interest and shall be irrevocable.

10. **Transfer of Documents.** Assignor will deliver to Assignee in a timely and orderly manner all governmental approvals, authorizations, certifications, consents, variances, permissions, licenses, permits, filings, and notices and all contracts, agreements, licenses, technical material, and other documents in the possession of Assignor relating to the Intellectual Property Assets including, but not limited to, trademark certificates of registration or application and patent certificates of issuance and filing. Assignor will use its best efforts to deliver trademark certificates of registration and application, and patent certificates of issuance and filing, at the execution of this Assignment or within five (5) business days thereafter. Assignor will use commercially reasonable efforts to assist Assignee in the procurement of all other documents relating to the Intellectual Property Assets in the possession of third parties which have not been previously furnished to Assignee.

11. **Warranties.** Assignor represents and warrants that (a) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Assigned Marks, Intellectual Property Assets and Other Intellectual Property, free and clear of any liens, charges and encumbrances, (b) to the knowledge of Assignor, the Assigned Marks, Intellectual Property Assets and Other Intellectual Property, as heretofore used in connection with Assignor's Business, do not infringe the rights of any other person or entity, nor, to the knowledge of Assignor, has the use of the Assigned Marks, Intellectual Property Assets and Other Intellectual Property by Assignor otherwise entailed any conduct subject to sanctions under the Lanham Act, 15 U.S.C. § 1114, or comparable laws of other jurisdictions, (c) to the knowledge of Assignor, no claim of any such infringement or violation has been threatened or asserted, and to the knowledge of Assignor, no such claim is pending against Assignor, (d) Assignor has not entered into any agreement, license, release or order that restricts the right of Assignor or Assignee to use the Assigned Marks, Intellectual Property Assets or Other Intellectual Property in any way, and (e) this assignment does not violate any security agreement, indenture, order, or other instrument to which Assignor, or any of them, is a party.

12. **Duration.** This Assignment is made unto Assignee, its successors and assigns, for the full duration of all such rights, and any renewals or extensions thereof.

13. **Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument.

14. **Survival of Purchase Agreement.** The terms of the Purchase Agreement shall survive the execution and delivery hereof and shall not be merged herein.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal as of this 15 day of December, 1999.

DPSC SOFTWARE, INC.,
a California corporation

ATTEST:

By: *Bruce R. Gall* (SEAL)
Its: PRESIDENT

[Affix Corporate Seal]

State of California, County of Los Angeles, TO WIT:

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared Bruce R. Gall, known to me or satisfactorily ~~proven to be the person~~ whose name is ascribed on the foregoing instrument and known to me to be the President of DPSC Software, Inc., a California corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said DPSC Software, Inc.

Given under my hand and seal this 15th day of December, 1999.

Bahram Eftekhari (SEAL)

Notary Public
My Commission Expires: 3/3/2000



For purposes of identification only, the Assignee has signed and sealed this Intellectual Property Assignment Agreement.

NETCAL, INC.,
a Georgia corporation

ATTEST:

[Affix Corporate Seal]

By: *[Signature]* (SEAL)
Its: CFO + V.P.

State of Georgia, County of Fulton, TO WIT:

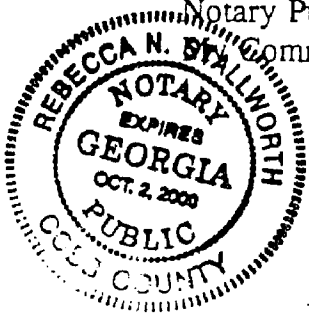
Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared Richard S. E. Smith, known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the CFO & V.P. of Netcal, Inc., a Georgia corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said Netcal, Inc.

Given under my hand and seal this 15th day of December, 1999.

Rebecca N. Stallworth (SEAL)

Notary Public

Commission Expires: October 2, 2000



SCHEDULE 1(a)(v) INTELLECTUAL PROPERTY

1. Copyright notification for CALLREPORTER
2. Copyright notification for RISKREPORTER
3. Copyright notification for Y9REPORTER
4. Copyright notification for OTSREPORTER
5. Copyright notification for FINANCIAL MANAGER
6. Copyright notification for 2800 REPORTER
7. Copyright notification for SUMMARY OF DEPOSITS
8. Copyright notification for Y9SPREPORTER
9. Copyright notification for Y9LINK
10. Copyright notification for GAPMANAGER
11. Trademark registration for RISKREPORTER I
12. Copyright registration for RISKREPORTER I
13. Trademark registration for CALLREPORTER II
14. Trademark registration for CALLREPORTER III