

RECORDATION FORM COVER SHEET

Docket No.:

TRADEMARKS ONLY

7927.7

Tab settings

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

1. Name of conveying party(ies):

Xactware Information Services, Inc.

- Individual(s)
- General Partnership
- Corporation-State Utah
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Xactware, Inc.

Internal Address: _____

Street Address: 1426 East 750 North

City: Orem State: UT ZIP: 84094

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: December 5, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,756,064

Additional numbers

Yes No

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

Name: Michael E. Krieger

Internal Address: _____

Kirton & McConkie

Street Address: 1800 Eagle Gate Tower

60 East South Temple

City: Salt Lake City State: UT ZIP: 84111

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ 540.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500843

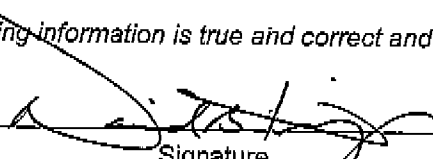
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9. Statement and signature.

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.

David B. Tingey

Name of Person Signing


Signature

February 28, 2003

Date

Total number of pages including cover sheet, attachments, and

TRADE MARK

WHEN RECORDED RETURN TO:

KIRTON & MCCONKIE
1800 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111

ASSIGNMENT

WHEREAS, XACTWARE INFORMATION SERVICES, INC., doing business as a Utah Corporation, is the owner of the entire right, title, and interest in and to the following trademarks, including all rights in and to such trademarks created under any applicable federal or state statutes or common law or under the applicable trademark laws of any foreign country:

WHEREAS, the following trademark applications for federal registration set forth in Exhibit A have been filed in the United States Patent and Trademark Office:

WHEREAS, XACTWARE, INC., of 1426 East 750 North, Orem, Utah 84097, desires to secure the entire right, title, and interest in and to said trademark, including all rights in and to such trademark created under any applicable federal or state statutes or common law or under the applicable trademark laws of any foreign country, including but not limited to all rights, title, and interest in and to the aforesaid trademark, the aforesaid application for federal trademark registration, any federal trademark registration which may issue thereon, any and all other common law trademarks owned by Assignors, any and all trademark registrations that may be granted therefor, any and all continuations, renewals and extensions of the aforesaid trademark registration, and any and all goodwill of the business or businesses associated with any of the aforesaid trademarks or trademark registrations within the United States of America and its territorial possessions and within all countries foreign to the United States, (hereinafter collectively referred to as "TRADEMARKS AND GOODWILL");

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) paid by Assignee to Assignor and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by said Assignor, Assignor has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto Assignee the entire right, title, and interest in and to said TRADEMARKS AND GOODWILL within the United States of America and its territorial possessions and within all countries foreign to the United States, all said rights to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full end of the term or terms for which said trademark registration may be granted as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment, transfer and sale had not been made.

The aforesaid Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and all authorized officials of foreign patent and trademark offices to issue the said trademark registration, when granted, to Assignee, as the Assignee of the entire right, title, and interest in and to the same, for the sole use and enjoyment of Assignee, its successors and assigns.

The aforesaid Assignor hereby agrees to sign all lawful papers and to perform all other lawful acts which Assignee may request of Assignor to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all United States and foreign trademark applications, and all lawful documents requested by Assignee to further the prosecution of any such trademark applications.

Cooperation to the best of said Assignor's ability in the execution of all lawful documents, the production of evidence, nullification, continuation, renewal, extension, or infringement proceedings involving said trademarks.

In Testimony Whereof, the undersigned hereby execute this Assignment on behalf of themselves individually and on behalf of the corporation partnership.

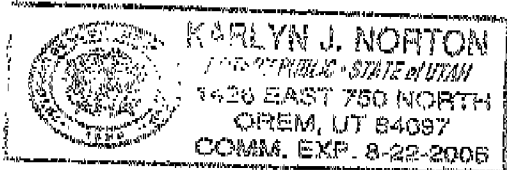
James B. Loveland
James B. Loveland

STATE OF UTAH)
)
COUNTY OF UTAH)
)

On ~~November~~ ^{December} 5, 2001, before me personally appeared James B. Loveland, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that the same is true of his own knowledge excepting as to matters therein alleged upon information and belief and as to those matters he believes them to be true, and that he executed the same as his free act and deed and for the purposes set forth therein.

Karlyn J. Norton
NOTARY PUBLIC
Residing at 1426 E 750 N.
Orem, UT 84097

My Commission Expires:
8-22-2005



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