

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Level 8 Technologies, Inc.		12/13/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	EMSoftware Solutions, Inc.
Street Address:	1421 Jefferson Davis Highway
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22202
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 1

Property Type	Number
Registration Number:	1769816

CORRESPONDENCE DATA

Fax Number: (404)572-6999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: trademarks@pgfm.com  
 Correspondent Name: Jeanene L. Jobst  
 Address Line 1: 191 Peachtree St., NE, 16th Floor  
 Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	134733.00001
NAME OF SUBMITTER:	Jeanene L. Jobst

Total Attachments: 4  
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**ASSIGNMENT OF TRADEMARK**

(Registered Trademarks)

THIS ASSIGNMENT OF TRADEMARK (this "Assignment") is made this 13th day of December, 2002, by and among (i) LEVEL 8 SYSTEMS, INC., a Delaware corporation ("Level 8") and LEVEL 8 TECHNOLOGIES, INC., a Delaware corporation ("Subsidiary") (Level 8 and Subsidiary are collectively "ASSIGNOR"), and (ii) EMSOFTWARE SOLUTIONS, INC., a Virginia corporation ("ASSIGNEE").

WITNESSETH:

WHEREAS, ASSIGNOR has adopted and owns the entire right, title and interest in, to and under the trademarks and other rights set forth in the attached Schedule A (the "Properties"); and

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in, to and under the Properties;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and pursuant to a certain Asset Purchase Agreement between ASSIGNOR and ASSIGNEE dated December 13, 2002, ASSIGNOR hereby sells, assigns, transfers, grants and sets over, unto and to ASSIGNEE, its successors and assigns, as of December 13, 2002, and ASSIGNEE accepts, the entire right, title and interest in, to and under the Properties, together with the goodwill symbolized by the Properties, and the registration thereof, and further including: all income, royalties and damages now and hereafter due and/or payable to ASSIGNOR, including without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world;

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of intellectual property protection on applications aforesaid, to issue the same to ASSIGNEE, its successors and assigns, in accordance with the terms of this instrument;

AND ASSIGNOR HEREBY covenants and agrees that ASSIGNOR has full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith;


AND ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Properties, testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Properties.

[Signature Page to Assignment of Trademarks]

IN TESTIMONY WHEREOF, the undersigned have caused this Assignment to be duly executed by an authorized officer and their respective seals affixed hereto as of the date set forth below.

ASSIGNOR:


LEVEL 8 SYSTEMS, INC.,  
a Delaware corporation

By:  [SEAL]

Name: John P. Baderlin

Title: CEO

LEVEL 8 TECHNOLOGIES, INC.,  
a Delaware corporation

By:  [SEAL]

Name: John P. Baderlin

Title: CEO

ASSIGNEE:

EMSOFTWARE SOLUTIONS, INC.  
a Virginia corporation

By: \_\_\_\_\_ [SEAL]  
J. Kelly Brown, President

*[Signature Page to Assignment of Trademarks]*

IN TESTIMONY WHEREOF, the undersigned have caused this Assignment to be duly executed by an authorized officer and their respective seals affixed hereto as of the date set forth below.

ASSIGNOR:

LEVEL 8 SYSTEMS, INC.,  
a Delaware corporation

By: \_\_\_\_\_ [SEAL]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LEVEL 8 TECHNOLOGIES, INC.,  
a Delaware corporation


By: \_\_\_\_\_ [SEAL]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

EMSOFTWARE SOLUTIONS, INC.  
a Virginia corporation

By:  President [SEAL]  
Kelly Brown, President

**Schedule A**

**PROPERTIES**

**Registered Trademarks:**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Serial/Registration No.</b>	<b>Filing/Registration Date</b>
SNAP	United States	1,769,816	5/11/1993