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 To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Xactware Information Services, Inc.

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

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

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

Name: Xactware, Inc.
 Internal Address: 1426 East 750 North
 Street Address: 1426 East 750 North
 City: Orem State: UT ZIP: 84097

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 No
 (Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 29, 2004

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

A. Trademark Application No.(s)

Additional numbers Yes No

B. Trademark Registration No.(s)

1,780,118

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

Name: Michael F. Krieger
 Internal Address: KIRTON & McCONKIE
60 East South Temple, Suite 1800

Street Address: KIRTON & McCONKIE
60 East South Temple, Suite 1800
 City: Salt Lake City State: UT ZIP: 84111

6. Total number of applications and registrations involved:..... **1**


7. Total fee (37 CFR 3.41):.....\$ \$40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500843

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.

S. Brandon Owen  March 29, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **5**

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 and having a principal place of business at 1426 E. 750 N., Orem, Utah 84097 (hereinafter "Assignor"), is the owner of the entire right, title, and interest in and to United States Trademark Registration No. 1,780,118, registered July 6, 1993, from Serial No. 74/319,968, filed October 2, 1992, for the trademark "Xactprice" in Class 9, 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;

WHEREAS, Xactware, Inc., a Utah Corporation, having a principal place of business at 1426 E. 750 N., Orem, Utah 84097 (hereinafter "Assignee"), 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 Assignor, 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 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:

- 1) 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.


2) 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.

James B. Loveland
James B. Loveland

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On December 29, 2003 ^{March 29, 2004} ^{KJN}, 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 - STATE OF UTAH
1426 EAST 750 NORTH
OREM, UT 84097
COMM. EXP. 8-22-2005

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

My Commission Expires:
8-22-2005