

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
Xactware Information Services, Inc.		12/05/2001	CORPORATION:
RECEIVING PARTY DATA			
Name:	Xactware, Inc.		
Street Address:	1426 East 750 North		
City:	Orem		
State/Country:	UTAH		
Postal Code:	84097		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1432214	XACTIMATE	
Registration Number:	1816735	XACTIMATE	
Registration Number:	1996768	XACTVALUE	
Registration Number:	2244869	XACTIMATE XPERTS	
Registration Number:	2136811	XPEDITE	
Registration Number:	2153440	XACTREPORTING	
Registration Number:	2218508	XACTCENTRAL	
Registration Number:	2309777	SKETCH	
Registration Number:	2340812	TECHNOLOGY YOU CAN BUILD ON	
Registration Number:	2463231	XACTWARE.COM	
Registration Number:	2566435	XACTINFO.COM	
Registration Number:	2369836	XPEDITE XPERTS	
CORRESPONDENCE DATA			

OP \$315.00 1432214

Fax Number: (801)321-4893
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (801) 328-3600
Email: mkrieger@kmclaw.com
Correspondent Name: Kirton & McConkie
Address Line 1: 60 East South Temple
Address Line 2: Suite 1800
Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:	Michael F. Krieger
Signature:	/Michael F. Krieger/
Date:	05/09/2005

Total Attachments: 6
source=TrademarkAssignment#page1.tif
source=TrademarkAssignment#page2.tif
source=TrademarkAssignment#page3.tif
source=TrademarkAssignment#page4.tif
source=TrademarkAssignment#page5.tif
source=TrademarkAssignment#page6.tif

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.

EXHIBIT A

1. Trademark Registration No. 1,432,214, registered March 10, 1987, from Serial No. 73/612,367, filed July 25, 1986, for the trademark "Xactimate";
2. Trademark Registration No. 1,756,064, registered March 2, 1993, from Serial No. 74/168,916, filed May 22, 1991, for the trademark "Xactaccount";
3. Trademark Registration No. 1,810,186, registered December 7, 1993, from Serial No. 74/269,753, filed April 24, 1992, for the trademark "Xactware,Inc.";
4. Trademark Registration No. 1,798,876, registered October 12, 1993, from Serial No. 74/271,824, filed April 24, 1992, for the trademark "Xactlywrite" in Class 35;
5. Trademark Registration No. 1,793,076, registered September 14, 1993, from Serial No. 74/319,896, filed October 2, 1992, for the trademark "Xactprice" in Class 35;
6. 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;
7. Trademark Registration No. 1,871,828, registered January 3, 1995, from Serial No. 74/320,000, filed October 2, 1992, for the trademark "Xactlywrite" in Class 9;
8. Trademark Registration No. 1,816,735, registered January 18, 1994, from Serial No. 74/378,816, filed April 12, 1993, for the trademark "Xactimate" in classes 38 and 39;
9. Trademark Registration No. 1,996,768, registered August 27, 1996, from Serial No. 74/698,820, filed July 10, 1995, for the trademark "Xactvalue";
10. Trademark Registration No. 2,010,018, registered October 22, 1996, from Serial No. 75/004,018, filed October 11, 1995, for the trademark "Xactnet";
11. Trademark Registration No. 2,244,869, registered May 11, 1999, from Serial No. 75/129,802, filed July 3, 1996, for the trademark "Xactmate Xperts";
12. Trademark Registration No. 2,156,185, registered May 12, 1998, from Serial No. 75/169,111, filed September 20, 1996, for the trademark "Xtended Office Services";
13. Trademark Registration No. 2,136,811, registered February 17, 1998, from Serial No. 75/169,570, filed September 20, 1996, for the trademark "Xpedite";
14. Trademark Registration No. 2,166,900, registered June 23, 1998, from Serial No. 75/171,157, filed September 24, 1996, for the trademark "Xactnews";

15. Trademark Registration No. 2,153,440, registered April 28, 1998, from Serial No. 75/181,314, filed October 15, 1996, for the trademark "Xactreporting";
16. Trademark application Serial No. 75/181,315, filed October 15, 1996, for the trademark "Secure Data Clearinghouse";
17. Trademark Registration No. 2,227,046, registered March 2, 1999, from Serial No. 75/181,601, filed October 15, 1996, for the trademark "Xactservices";
18. Trademark Registration No. 2,147,712, registered March 31, 1998, from Serial No. 75/270,728, filed April 8, 1997, for the trademark "Interactive Learning Xperience";
19. Trademark Registration No. 2,218,508, registered January 19, 1999, from Serial No. 75/354,313, filed September 9, 1997, for the trademark "Xactcentral";
20. Trademark Registration No. 2,309,777, registered January 18, 2000, from Serial No. 75/406,051, filed December 16, 1997, for the trademark "Sketch";
21. Trademark application Serial No. 75/406,055, filed December 16, 1997, for the trademark "Xactinfo";
22. Trademark Registration No. 2,369,836, registered July 25, 2000, from Serial No. 75/463,967, filed April 7, 1998, for the trademark "Xpedite Xperts";
23. Trademark Registration No. 2,340,812, registered April 11, 2000, from Serial No. 75/667,727, filed March 25, 1999, for the trademark "Technology You Can Build On";
24. Trademark Registration No. 2,463,231, registered June 26, 2001, from Serial No. 75/667,952, filed March 25, 1999, for the trademark "Xactware.com";
25. Trademark application Serial No. 75/774,433, filed August 12, 1999, for the trademark "Xactinfo.com";
26. Trademark Registration No. 2,481,541, registered August 28, 2001, from Serial No. 75/824,933, filed October 18, 1999, for the trademark "Xactanalysis";
27. Trademark Registration No. 2,440,545, registered April 3, 2001, from Serial No. 75/865,813, filed December 7, 1999, for the trademark "ILX Xactimate Concepts";
28. Trademark Registration No. 2,501,708, registered October 30, 2001, from Serial No. 76/041,165, filed May 4, 2000, for the trademark "MyHomeSite.com";
29. Trademark application Serial No. 76/041,173, filed May 4, 2000, for the trademark "MyHomeSite";

30. Trademark application Serial No. 76/121,303, filed September 1, 2000, for the trademark "MyProSite";

31. Trademark application Serial No. 76/145,499, filed October 12, 2000, for the trademark "XactScope";

32. Trademark application Serial No. 76/146,462, filed October 13, 2000, for the trademark "XactSites & Design";

33. Trademark application Serial No. 76/146,920, filed October 13, 2000, for the trademark "XactSites";

34. Trademark application Serial No. 76/199,720, filed January 25, 2001, for the trademark "So Sophisticated It's Simple";

35. Trademark application Serial No. 76/222,190, filed March 9, 2001, for the trademark "Designimate";

36. Trademark application Serial No. 76/222,191, filed March 9, 2001, for the trademark "Designimation";

37. Trademark application Serial No. 76/251,539, filed May 4, 2001, for the trademark "Guide Tree";

38. Trademark application Serial No. 76/255,934, filed May 11, 2001, for the trademark "SmartHome";

39. Trademark application Serial No. 76/255,936, filed May 11, 2001, for the trademark "SmartProSite";

40. Trademark application Serial No. 76/255,949, filed May 11, 2001, for the trademark "SmartHomeSite";

41. Trademark Registration No. 2,158,724, registered May 19, 1998, from Serial No. 75/272,083, filed April 9, 1997, for the trademark "Xactware's Complete Suite 97";

42. Trademark application Serial No. 76/299,032, filed August 10, 2001, for the trademark "PocketSketch";

43. Trademark application Serial No. 76/303,735, filed August 23, 2001, for the trademark "PocketCentral"; and

44. Trademark application Serial No. 76/314,275, filed September 19, 2001, for the trademark "HomeSitePro".