

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tugboat Software, Inc.		07/18/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Ledbetter & Harp LLC		
Street Address:	3300 Irvine Avenue, Suite 288		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2246979	ROUNDTABLE	
CORRESPONDENCE DATA			
Fax Number:	(949)955-2507		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9492532749		
Email:	mhasson@swlaw.com		
Correspondent Name:	Albin H. Gess		
Address Line 1:	1920 Main Street, Suite 1200		
Address Line 4:	Irvine, CALIFORNIA 92614-7230		
NAME OF SUBMITTER:	Albin H. Gess		
Signature:	/Albin H. Gess/		
Date:	07/21/2005		
Total Attachments: 1 source=42782-0200 Assignment#page1.tif			

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TRADEMARK ASSIGNMENT

WHEREAS, Tugboat Software, Inc., a California corporation (hereinafter "Assignor"), is the owner of the following trademark(s) registered on the Principal Register of the U.S. Patent and Trademark Office (hereinafter the "Trademark(s)"):

<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Trademark</u>
2,246,979	05/25/1999	ROUNDTABLE

WHEREAS, Assignor now desires to assign all right, title and interest in and to said Trademark(s) to Assignee, as set forth herein and/or in other agreements between Assignor and Assignee; and

WHEREAS, Ledbetter & Harp LLC (hereinafter "Assignee"), a Limited Liability Company organized and existing under the laws of California, desires to acquire the entire right, title and interest in and to the Trademark(s), including the registration(s) therefor in accordance herewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Trademark(s) and the registration(s) set forth above, together with the goodwill of the business of Assignor associated with the use of and symbolized by the Trademark(s), and any and all causes of action or other rights to file and prosecute administrative or legal actions, past, present and future, to establish or enforce any of such intellectual property rights, including the right to collect damages for infringement.

This Agreement, together with any related agreements or documents executed as part of or contemporaneous with this Agreement, constitutes the entire agreement between the parties hereto; this Agreement supersedes any prior oral or written agreement or understanding between the parties.

The parties agree that this Agreement has been interpreted under the U.S. Trademark Act (15 U.S.C. §1051 *et seq*); but any disputes will be litigated under California law, and only in the Federal and/or State courts of and/or located in the State of California.

ASSIGNOR:
TUGBOAT SOFTWARE, INC.

Date: 18 July 05, 2005


Name: Patricia Schilling
PRESIDENT

AGREED TO:

ASSIGNEE:
LEDBETTER & HARP LLC

Date: July 18, 2005


Name: Randall K. Harp
Title: Member