

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLOBAL SOFTWARE, INC.		07/20/2005	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	TIMELINE, INC.		
Street Address:	3055 - 112th Avenue N.E., Suite 106		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1673332	TIMELINE	
Registration Number:	2140219	T	
Registration Number:	2382663	WORKWISE	
Registration Number:	2450538	BUSINESS ALERTS	
CORRESPONDENCE DATA			
Fax Number:	(206)587-2308		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jbim@cairncross.com		
Correspondent Name:	CAIRNCROSS & HEMPELMANN, P.S.		
Address Line 1:	524 Second Avenue, Suite 500		
Address Line 2:	Attn: Joong-Bin Im		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:	Joong-Bin Im		
Signature:	/jbim/		

OP \$115.00 1673332

Date:

07/21/2005

Total Attachments: 4

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ASSET PURCHASE AGREEMENT

among

GLOBAL SOFTWARE, INC.,

TIMELINE ACQUISITION LLC,

TIMELINE, INC.

and

WORKWISE SOFTWARE, INC.

effective as of

July 20, 2005

(xv) Timeline shall deliver to the Buyer validly adopted resolutions of the directors of the UK Subsidiary approving the entering into of the Timeline Assignment and Assumption Agreement;

(xvi) That certain Security Agreement dated June 1, 2005 executed by Timeline in favor of Global shall be terminated, and the Bridge Note shall be cancelled, and Global shall authorize Timeline to take all necessary action to terminate the security interests granted thereby, including filing termination statements with the appropriate filing offices.

The First Acquisition Bill of Sale, the Share Transfers, the Source Code License, the First Acquisition Note, the Global First Acquisition Guaranty and any other documents executed or delivered by any Party pursuant to this Agreement in connection with the First Closing or in connection with the transactions contemplated by this Agreement with respect to the First Closing shall be referred to as the “*First Acquisition Ancillary Documents.*”

1.2. Second Acquisition.

(a) Purchase and Sale of Assets. Upon and subject to the terms and conditions of this Agreement, the Buyer shall purchase from Timeline and WorkWise, and Timeline and WorkWise shall sell, transfer, convey, assign and deliver to the Buyer, at the Second Closing (as defined in Section 1.2(h)), in consideration of the assumption by the Buyer of certain liabilities as set forth in Section 1.2(d) and payment by the Buyer of consideration as provided in Section 1.2(f), all right, title and interest in and to the all assets of Timeline and WorkWise other than the “Second Acquisition Excluded Assets” (as defined below) (the “*Second Acquisition Acquired Assets*” and, collectively with the First Acquisition Acquired Assets, the “*Acquired Assets*”), including the following:

(i) The product known as “Analyst Financials” (also known as “Analyst Suite”), including all source code and object code, all prior versions, versions under development, documentation, including installation, implementation and help manuals and guides for users and programmers/developers, and all trademarks, trade names, service marks, copyrights and goodwill and other intellectual property, whether registered or not, associated therewith, whether in the United States or overseas (all of the foregoing, the “*Software-Related Assets*”) other than the “Excluded Assets” (as defined below);

(ii) The product known as “WorkWise” and all Software-Related Assets associated therewith, whether in the United States or overseas, other than the Excluded Assets;

(iii) all customer lists, customer contracts, goodwill, contracts and contract rights with regard to customers, whether in the United States or overseas (other than the Excluded Assets), including those contracts set forth on Schedule 1.2(a)(iii) attached hereto (the “*Customer Contracts*”), and all of Timeline’s and WorkWise’s right, title and interest in the names “WorkWise” and “Analyst Financials” and any trademarks or stylized marks derivative thereof;

IN WITNESS WHEREOF, the Parties hereto have executed this Asset Purchase Agreement as of the date first above written.

GLOBAL SOFTWARE, INC.

By: *R. K. [Signature]*
Name: *Ron Karp [Signature]*
Title: *CEO*

TIMELINE ACQUISITION LLC

By: Global Software, Inc.

Its: Manager

By: *R. K. [Signature]*
Name: *Ron Karp [Signature]*
Title: *CEO*

TIMELINE, INC.

By: _____
Name: _____
Title: _____

WORKWISE SOFTWARE, INC.

By: _____
Name: _____
Title: _____

**SIGNATURE PAGE TO THE
ASSET PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have executed this Asset Purchase Agreement as of the date first above written.

GLOBAL SOFTWARE, INC.

By: _____
Name: _____
Title: _____


TIMELINE ACQUISITION LLC

By: Global Software, Inc.

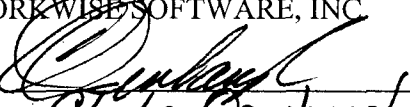
Its: Manager

By: _____
Name: _____
Title: _____

TIMELINE, INC

By: 
Name: Charles Osenbaugh
Title: Pres.

WORKWISE SOFTWARE, INC

By: 
Name: Charles Osenbaugh
Title: Pres.

SIGNATURE PAGE TO THE
ASSET PURCHASE AGREEMENT