

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mr Robert R Marino Jr		09/14/2005	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ESW Technologies, Inc.		
<b>Street Address:</b>	15 North Street		
<b>City:</b>	Dover		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19901		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1928708	CLEAN CAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)348-7643		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2153481442		
<b>Email:</b>	ggore@goreiplaw.com		
<b>Correspondent Name:</b>	Gregory J Gore		
<b>Address Line 1:</b>	70 West Oakland Avenue		
<b>Address Line 2:</b>	Suite 316		
<b>Address Line 4:</b>	Doylestown, PENNSYLVANIA 18901		
<b>NAME OF SUBMITTER:</b>	Gregory J Gore		
<b>Signature:</b>	/Gregory J Gore/		
<b>Date:</b>	09/19/2005		

OP \$40.00 1928708

Total Attachments: 2

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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement is made and entered into as of this 14<sup>th</sup> day of September, 2005 between Robert R. Marino, Jr., an individual of the United States of America, of 2329 Turk Road, Doylestown, PA 18901 ("Transferor"), and ESW Technologies, Inc., a Delaware corporation, of 15 North Street, Dover, DE 19901 ("Transferee").

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- (A) Transferor hereby assigns, transfers and conveys to Transferee all right, title and interest in and to U.S. Trademark Registration No. 1,928,708 entitled CLEAN CAT® including without limitation all common law trademark rights, together with all goodwill of the business symbolized by and associated with the Trademark.
- (B) Transferee hereby assumes all liabilities and obligations, and acknowledges existing encumbrances, if applicable, existing or arising in connection with the assignment described in Paragraph (A) hereof, except as otherwise agreed in writing by the parties.
- (C) Without limiting the foregoing provisions, Transferor agrees to take whatever further action is deemed necessary or appropriate by Transferee to properly and completely effect the transfer to Transferee of the Trademark and to establish full custody and ownership of such Trademark by Transferee.
- (D) This Trademark Assignment Agreement shall be governed by the internal laws of the State of Pennsylvania, without reference to its conflict of laws principles.

IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Trademark Assignment Agreement as of this 14<sup>th</sup> day of Sept., 2005 and affixed their respective corporate seals hereto.

[SEAL]

Attest:

By: [Signature]

ROBERT R. MARINO, JR.

By: [Signature]  
Robert R. Marino

[SEAL]

Attest:

By: \_\_\_\_\_

ESW TECHNOLOGIES, INC.

By: [Signature]  
David J. Johnson  
President & CEO