

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
FieldCentrix, Inc.		09/21/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	FC Acquisition Corp.
Street Address:	1313 N. Market Street
Internal Address:	Suite 5100, c/o PHS Corporate Services, Inc.
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2429729	FIELDCENTRIX
Registration Number:	2442412	FX SERVICE CENTER
Registration Number:	2442413	FX MOBILE
Serial Number:	76138768	FX INTERCHANGE
Registration Number:	2714119	FX E-SERVICE
Registration Number:	2576729	FX FOUNDATION
Serial Number:	78666327	FX MOBILITY EXPRESS
Registration Number:	2726351	FX CONNECT
Registration Number:	2587582	FX CARE
Serial Number:	78666354	FX EXPRESS
Registration Number:	2764488	INFORMATION ON A TOOL BELT
Serial Number:	76425326	THE WIRELESS REVOLUTION
Serial Number:	76583758	FX RESOURCE UTILIZATION

OP \$465.00 2429729

Registration Number:	2355965	
Registration Number:	2784783	SERVICEFLOW
Registration Number:	2793701	THE WIRELESS SERVICE REVOLUTION
Registration Number:	2587583	FX ADVANTAGE
Registration Number:	2564576	FX CENTRAL

CORRESPONDENCE DATA

Fax Number: (215)981-4750

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2159814714

Email: scwhartzme@pepperlaw.com

Correspondent Name: Mindy Ellis Schwartz, Esquire

Address Line 1: Eighteenth & Arch Streets

Address Line 2: 3000 Two Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

NAME OF SUBMITTER:	Mindy Ellis Schwartz
Signature:	/mindyellisschwartz/
Date:	09/27/2005

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is effective on the 21st day of September, 2005 by and between FieldCentrix, Inc., a California corporation ("Assignor"), and FC Acquisition Corp., a Delaware corporation ("Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement dated the date hereof by and among Assignor, Assignee and Astea International Inc. ("Purchase Agreement"), Assignee purchased substantially all of the assets of Assignor;

WHEREAS, pursuant to the Purchase Agreement, Assignor agrees to irrevocably assign to Assignee Assignor's entire right, title and interest in and to the Intellectual Property (as defined below) that are Purchased Assets (as defined in the Purchase Agreement);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

Definitions

All undefined, capitalized terms used herein shall have the meaning given to them in the Purchase Agreement. Additionally, the following definitions shall apply to this Assignment:

"Copyrights" means all of Assignor's United States and foreign moral rights and copyrights in any work of authorship (including, without limitation, databases and computer software, including, without limitation, all source code, object code, firmware, development tools, files, records and data, and all media on which any of the foregoing is recorded), mask works, all improvements to or derivatives from any of the foregoing, and all registrations and applications for any of the foregoing, including without limitation the registrations and applications set forth on Exhibit A.

"Intellectual Property" means Patents, Trademarks, Copyrights and Trade Secrets.

"Patents" means all of Assignor's United States and foreign patents (including, without limitation, continuations, continuations-in-part, divisionals, renewals, reissues, and extensions thereof), inventions or discoveries (including, without limitation, processes, compositions of matter, formulas, techniques, concepts and ideas) whether patentable or not, and whether reduced to practice or not, all improvements to or derivatives from any of the foregoing, registrations and applications (including, without limitation, provisional applications), renewals, reissues and extensions for any of the foregoing, including without limitation the patents and patent applications set forth on Exhibit B.

"Trade Secrets" means all of Assignor's United States and foreign trade secrets and confidential information (including, without limitation, confidential ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer, sales prospect and supplier lists, pricing and cost information, and marketing plans and proposals).

“Trademarks” means all of Assignor’s United States and foreign trademarks, service marks, Internet domain names, URLs, logos, trade names and trade dress, brand names, model names, corporate names and other source indicators, and all goodwill related thereto, and all registrations, applications and renewals for any of the foregoing, including without limitation the applications and registrations set forth on Exhibit C.

COPYRIGHTS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

2. Assignee hereby accepts the foregoing assignment; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute an Assumed Liability (as defined in the Purchase Agreement).

3. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm, vest and/or record Assignee’s full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

PATENTS

4. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee’s sole name.

5. Assignee hereby accepts the foregoing assignment; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute an Assumed Liability (as defined in the Purchase Agreement).

6. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm,

vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

TRADE SECRETS

7. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trade Secrets, including but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

8. Assignee hereby accepts the foregoing assignment; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute an Assumed Liability (as defined in the Purchase Agreement).

9. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense.

TRADEMARKS

10. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

11. Assignee hereby accepts the foregoing assignment; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute an Assumed Liability (as defined in the Purchase Agreement).

12. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

GENERAL

13. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

14. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

15. Governing Law. This Assignment shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

16. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

17. Notices. All notices and other communications hereunder shall be in writing and shall be given either personally or by United States overnight express mail, postage prepaid, or by nationally-recognized courier service guaranteeing next business day delivery, charges prepaid, or by fax, to such party's address (or to such party's fax number). All notices shall be deemed received on the date when dispatched in accordance the foregoing sentence.

To Assignor: FieldCentrix, Inc.
 8 Hughes
 Irvine, California 92619
 Attn: President
 Fax No.: (949) 784-4844

with a copy thereof Stradling Yocca Carlson & Rauth
to its counsel: 666 Newport Center Drive, Suite 1600
 Newport Beach, CA 92660-6441
 Attn: K.C. Schaaf, Esquire
 Fax No.: (949) 725-4100

To Assignee: Astea International Inc.
 240 Gibraltar Road
 Horsham, Pennsylvania 19044
 Attn: John Tobin, Vice President and General
 Counsel
 Fax No.: (215) 682-2515

with a copy thereof Pepper Hamilton LLP
to its counsel: 3000 Two Logan Square
 18th & Arch Streets
 Philadelphia, PA 19103-2799
 Attn: Barry M. Abelson, Esq.
 Fax No.: 215.981.4750

Notice of any change in any such address shall also be given in the manner set forth above. Whenever the giving of notice is required, the party entitled to receive such notice may waive the giving of such notice.

18. Counterparts. This Assignment may be executed in counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

FIELDCENTRIX, INC.

By: 

Name: Scott Hiraoka

Title: President

FC ACQUISITION CORP.

By: 

Name: John Tobin

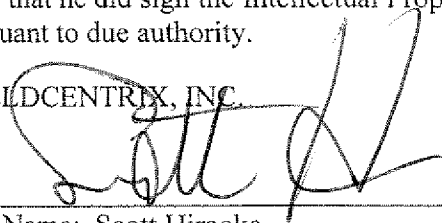
Title: Vice President

ACKNOWLEDGMENT

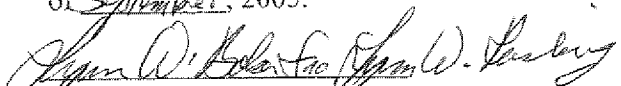
STATE OF :
 : ss.
COUNTY OF :

Scott Hiraoka, being duly sworn, says that he is the President of FieldCentrix, Inc., a California corporation, and acknowledges that he did sign the Intellectual Property Assignment on behalf of FieldCentrix, Inc., pursuant to due authority.

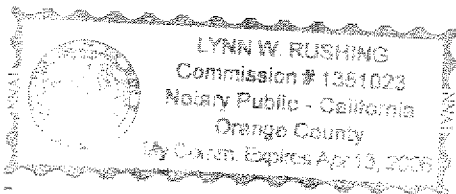
FIELDCENTRIX, INC.

By: 
Name: Scott Hiraoka
Title: President

Sworn to and subscribed
before me this 13th day
of September, 2005.


Notary Public

My commission expires: April 13, 2006 (SEAL)



ACKNOWLEDGMENT

ACKNOWLEDGMENT

STATE OF

:

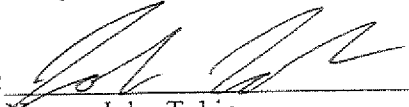
: ss.

COUNTY OF

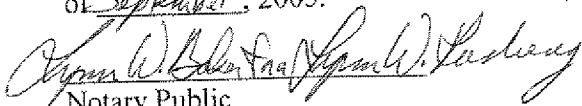
:

John Tobin, being duly sworn, says that he is a Vice President of FC Acquisition Corp., a Delaware corporation, and acknowledges that he did sign the Intellectual Property Assignment on behalf of FC Acquisition Corp., pursuant to due authority.

FC ACQUISITION CORP.

By: 
Name: John Tobin
Title: Vice President

Sworn to and subscribed
before me this 21st day
of September, 2005.


Notary Public

My commission expires: April 13, 2006

(SEAL)

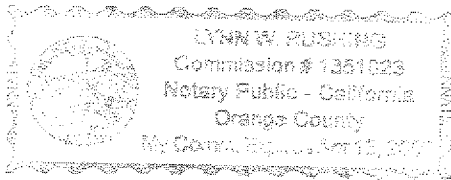


EXHIBIT A

Copyrights

1. FX Mobile, computer program, U.S. Copyright Registration No. TX-5-072-258, registered on May 17, 2000.
2. FX Service Center, computer program, U.S. Copyright Registration No. TX-5-072-259, registered on May 17, 2000.

EXHIBIT B

Patents

1. U.S. Patent Application No. 09/638,447, filed on August 14, 2000, "Method and Systems for Wireless Communication for a Field Service System": Automated message queuing, transmission, and synchronization of wireless data — Technology that allows technicians to operate independently during times when wireless communication is not available. This patent has been approved and should issue by the end of 2005.

2. U.S. Patent Application No. 10/686,753, filed 16 October 2003, "Method and Systems for Wireless Communication for a Field Service System": Managing wireless communication to mobile devices. This is a divisional patent from original Application No. 09/638,447, filed on August 14, 2000. This patent is pending.

3. U.S. Patent Application No. 10/721,475, filed on November 25, 2003, "System and Methods of Mobile Restore": FX Mobile RestoreSM — Technology that automatically restores FX Mobile software, queued messages, and work order information and registries in the event of a device failure. This patent is pending.

EXHIBIT C

Trademarks

Trademark	Country	Application No./ Registration No.	Filing Date/ Registration Date
FieldCentrix®	United States	2,429,729	2/20/01
FX Service Center®	United States	2,442,412	4/10/01
FX Mobile®	United States	2,442,413	4/10/01
FX Interchange™	United States	76/138,768	10/2/00
FX e-Service®	United States	2,714,119	5/6/03
FX Mobile Restore SM	United States	n/a	n/a
FX Foundation®	United States	2,576,729	6/4/02
FX Mobility Express™	United States	78/666,327	7/8/05
FX Connect®	United States	2,726,351	6/17/03
FX Advantage®	United States	2,587,583	7/2/02
FX Central®	United States	2,564,576	4/23/02
FX Care®	United States	2,587,582	7/2/02
FX Express SM	United States	78/666,354	7/8/05
Mobile software solutions for field service™	United States	n/a	n/a
Information on a tool belt®	United States	2,764,488	9/16/03
The Wireless Revolution SM	United States	76/425,326	7/25/02
FX Resource Utilization™	United States	76/583,758	7/5/05
Misc. Design®	United States	2,355,965	6/6/00
Serviceflow®	United States	2,784,783	11/18/03
The Wireless Service Revolution®	United States	2,793,701	12/16/03
FieldCentrix®	Canada	TMA588430	8/28/03
Misc. Design®	Canada	TMA588387	8/27/03
FieldCentrix®	European Union (CTM)	1763572	8/22/01
Misc. Design®	European Union (CTM)	1763655	10/10/01

Logos:

Vertical version:



Horizontal version:



Domain names and URLs:

- (a) fieldcentrix.com
- (b) fieldcentric.biz
- (c) fieldcentric.com
- (d) fieldcentric.info
- (e) fieldcentric.net
- (f) fieldcentric.org
- (g) fieldcentrics.biz
- (h) fieldcentrics.com
- (i) fieldcentrics.info
- (j) fieldcentrics.net
- (k) fieldcentrics.org
- (l) fieldcentrix.be
- (m) fieldcentrix.biz
- (n) fieldcentrix.ca
- (o) fieldcentrix.ch
- (p) fieldcentrix.co.at
- (q) fieldcentrix.co.uk
- (r) fieldcentrix.com
- (s) fieldcentrix.com.pt
- (t) fieldcentrix.com.ru
- (u) fieldcentrix.cz
- (v) fieldcentrix.dk
- (w) fieldcentrix.gr

- (x) fieldcentrix.info
- (y) fieldcentrix.net
- (z) fieldcentrix.nl
- (aa) fieldcentrix.org
- (bb) fieldcentrix.pl
- (cc) fieldcentrix.us
- (dd) fieldcentrixdirect.com