

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Sherpa Software Group, L.P.		03/15/2005	LIMITED PARTNERSHIP: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Everest Software, L.P.		
<b>Street Address:</b>	1300 Old Pond Road		
<b>City:</b>	Bridgeville		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15017		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2768229	.PST ATTENDER	
Registration Number:	2902300	.PST WIZARD	
Registration Number:	2987427	ARCHIVE ATTENDER	
Registration Number:	2929798	DISCOVERY ATTENDER	
Registration Number:	2899614	PST ATTENDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)594-5619		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4125943912		
<b>Email:</b>	cronald@tuckerlaw.com		
<b>Correspondent Name:</b>	Carl A. Ronald		
<b>Address Line 1:</b>	1500 One PPG Place		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15222		
<b>NAME OF SUBMITTER:</b>	Carl A. Ronald		

OP \$140.00 2768229

Signature:

/carl a. ronald/

Date:

10/14/2005

Total Attachments: 3

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**Assignment of Servicemarks and Trademarks**

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 15th day of March, 2005, by SHERPA SOFTWARE GROUP, L.P., a Pennsylvania limited partnership ") ("Assignor"), and EVEREST SOFTWARE, L.P., a Pennsylvania limited Partnership ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of March 15, 2005 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, the Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

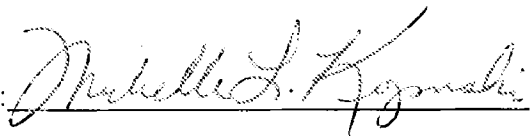
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws thereof.

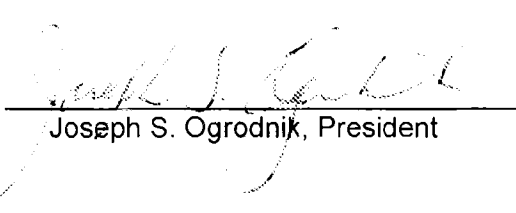
IN WITNESS WHEREOF and intending to be legally bound hereby, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

SHERPA SOFTWARE GROUP, L.P.

ATTEST/WITNESS:

By: SHERPA SOFTWARE GROUP, INC.  
Sole General Partner

By: 

By:   
Joseph S. Ogradnik, President



## **SCHEDULE A**

### Assignments

1. **"PST Attender"**. U.S. Patent and Trademark Office Registration Number 2,768,229. United States Trademark for "PST Attender" registered in International Class 9 on September 23, 2003. Filed on February 26, 2002, Serial Number 78/111204.
2. **"PST Wizard"**. U.S. Patent and Trademark Office Registration Number 2,902,300. United States Trademark for "PST Wizard" registered in International Class 9 on November 9, 2004. Filed on November 22, 2002, Serial Number 78/188,029.
3. **"Archive Attender"**. U.S. Patent and Trademark Office Registration Number 2,987,427. United States Trademark for "Archive Attender" registered in International Class 9 on August 23, 2005. Filed on March 30, 2004, Serial Number 78/393333.
4. **"Discovery Attender"**. U.S. Patent and Trademark Office Registration Number 2,929,798. United States Trademark for "Discovery Attender" registered in International Class 9 on March 1, 2005. Filed on February 25, 2003, Serial Number 78/279,049.
5. **"PST Attender"**. U.S. Patent and Trademark Office Registration Number 2,899,614. United States Trademark for "PST Attender" registered in International Class 9 on November 2, 2004. Filed on May 28, 2003, Serial Number 78/255,234.