

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flow Holdings Sagl		10/31/2005	CORPORATION: SWITZERLAND

RECEIVING PARTY DATA

Name:	Avure Technologies AB
Street Address:	Quintusvagen 2
City:	Vasteras
State/Country:	SWEDEN
Postal Code:	721 66
Entity Type:	CORPORATION: SWEDEN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	841068	QUINTUS

CORRESPONDENCE DATA

Fax Number: (206)682-6031
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2066224900
 Email: lorrainel.docketing@SeedIP.com
 Correspondent Name: Lorraine Linford
 Address Line 1: 701 Fifth Avenue
 Address Line 2: Suite 6300
 Address Line 4: Seattle, WASHINGTON 98104-7092

ATTORNEY DOCKET NUMBER:	340058.063
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:

CH \$40.00 841068

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Lorraine Linford

Signature:

/LL/

Date:

11/11/2005

Total Attachments: 5

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Intellectual Property Sale and Purchase Agreement

THIS INTELLECTUAL PROPERTY SALE AND PURCHASE AGREEMENT (this "Agreement") is made and entered into as of October 31, 2005 by and between Flow Holdings Sagl, a Swiss corporation, located at Via alla Campagna 2a c/o Willschleger Martinenghi Manzini Servizi Fiduciari SA 6900 Lugano, Switzerland (the "Seller"), and Avure Technologies AB, a Swedish corporation, located at Quintusvägen 2 · 721 66 Västerås, Sweden (the "Purchaser").

Introduction

A. The Seller and the Purchaser have agreed that the Seller shall sell and the Purchaser shall purchase the Seller's rights in and to the Transferred Intellectual Property (as defined below) on and subject to the following terms and conditions.

B. For the purposes of this Agreement, "Intellectual Property" shall mean all intellectual property rights arising under the Law of any jurisdiction from or associated with the following: (1) trade names, trademarks and service marks (registered and unregistered), domain names and applications (including intent to use applications) to register any of the foregoing (collectively, "Marks"); (2) patents and patent applications (collectively, "Patents"); (3) copyrights and registrations and applications therefore (collectively, "Copyrights"); (4) know-how, inventions, discoveries, methods, processes, technical data, research and development information, technology and other technical information, in each case that derives economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use, excluding any Patents or Copyrights that may cover or protect any of the foregoing (collectively, "Trade Secrets"); and (5) moral rights, publicity rights, trade dress and similar rights, rights in respect of utility models or industrial designs, and any other proprietary, intellectual or industrial property rights of any kind or nature that do not comprise or are not protected by Marks, Patents, Copyrights or Trade Secrets.

C. All other capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement, dated September 30, 2005 by and between Flow International Corporation and Quintus Holdings, LLC, and the sale of the Transferred Intellectual Property of Seller to Purchaser is a condition to the consummation of such Purchase Agreement.

1. Sale and Purchase

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The Seller hereby sells and assigns to the Purchaser the Seller's entire right, title and interest in and to all Intellectual Property owned by Seller (excluding, for the avoidance of doubt, any Intellectual Property licensed from a third party), including, without limitation, the Patents listed in Appendix 1 and the trademarks listed in Appendix 2 (the "Transferred Intellectual Property"). Assignee assumes and agrees to observe, perform, pay, and otherwise discharge when due all Liabilities arising from or related in any way to the Transferred Intellectual Property, excluding any Liabilities related to the matters set forth on Appendix 3.

No representation or warranty whatsoever is made or given by the Seller in relation to the transfer of the Transferred Intellectual Property under this Agreement and all representations and warranties whether arising by operation of law (including, but not limited to, the Swedish Act on Sale of Goods or the Swedish Act on International Sales) or otherwise are hereby expressly excluded.

2. Consideration and Payment

[REDACTED]

3. Further Assurances

The Seller shall execute and deliver such additional documents and forms as reasonably may be required to permit the Purchaser to record and perfect the interest of the Purchaser in and to the Transferred Intellectual Property in the relevant registers.

The Seller shall be solely responsible for the production and content of any such documents and forms and shall be solely responsible for and pay any and all fees charged by the registration authorities in any country in connection with the registration of the transfer of the Transferred Intellectual Property.

4. Disputes and Governing Law

This Agreement shall be governed by and construed in accordance with the internal laws of Sweden, without regard to Swedish rules on conflict of laws.

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Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

5. Miscellaneous

This Agreement may be delivered by facsimile and executed in counterparts.

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

Place:

Place:

Date:

Date:

FLOW HOLDINGS SAGL

AVURE TECHNOLOGIES AB

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Emilio Martinenghi

Johan Jendahl

Authorized Representative

Managing Director and Member of the Board

Don P. Adams Jr.

Chairman of the Board

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FLOW HOLDINGS SAGL

AVURE TECHNOLOGIES AB

Emilio Martinenghi
Authorized Representative



Johan Jernstam
Managing Director and Member of the Board



Don P. Adams Jr.
Chairman of the Board

Appendix 2
Trademarks

Property type Category	Applicant/Owner Type of Mark Your Reference / Trademark	Filingdate Reg.date	Appl.No Reg.No Classes	Awapatent ref. Country	Status
Trademark Normal	FLOW HOLDINGS SAGL Word Mark QUINTUS		663269 4518985 07	3998229 Brazil	Registered trademark
Trademark Normal	Flow Holdings GmbH Word Mark QUINTUS		242699 841068 07	3998238 USA	Registered trademark
Trademark Normal	FLOW HOLDINGS SAGL Word Mark QUINTUS		10102 56914 06,07	3998233 Benelux	Registered trademark
Trademark Normal	FLOW HOLDINGS SAGL Word Mark QUINTUS		309477 162751 06,07,21	3998230 Canada	Registered trademark
Trademark Normal	FLOW HOLDINGS SAGL Word Mark QUINTUS		64/83410 1537460 03,06,07,08,10	3998240 France	Registered trademark
Trademark Normal	FLOW HOLDINGS SAGL Word Mark QUINTUS		A47456/7WZ 1170331 06,07	3998239 Germany	Registered trademark
Trademark Normal	FLOW HOLDINGS SAGL Word Mark QUINTUS		9869 684520 03,06,07,08,10	3998231 Italy	Registered trademark
Trademark Normal	FLOW HOLDINGS SAGL Word Mark QUINTUS		49199 36107 03,06,07,08,10	3998234 Russian Federation	Registered trademark
Trademark Normal	FLOW HOLDINGS SAGL Word Mark QUINTUS		62-01006 104 859 06,07	3998235 Sweden	Registered trademark
Trademark Normal	FLOW HOLDINGS SAGL Word Mark QUINTUS		4304/1964 334930 06,07	3998232 Switzerland	Registered trademark
Trademark	FLOW HOLDINGS SAGL			3998241	Registered trademark