# 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
EVOKE SOFTWARE CORPORATION		07/18/2005	CORPORATION: DELAWARE

# **RECEIVING PARTY DATA**

Name:	SIMILARITY VECTOR TECHNOLOGIES (SIVTECH) LIMITED	
Street Address:	Fenian Street	
Internal Address:	Wilson House	
City:	Dublin 2	
State/Country:	IRELAND	
Entity Type:	Limited Company: IRELAND	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	75928005	EVOKE
Serial Number:	75494133	EVOKE
Serial Number:	75920969	EVOKE
Serial Number:	76277323	EVOKE
Serial Number:	76277324	EVOKE
Serial Number:	76277275	EVOKE
Serial Number:	75918901	EVOKE AXIO
Serial Number:	75494132	EVOKE SOFTWARE
Serial Number:	75928008	EVOKE SOFTWARE
Serial Number:	75928007	EVOKE SOFTWARE

# **CORRESPONDENCE DATA**

Fax Number: (617)248-4000

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

TRADEMARK
REEL: 003196 FRAME: 0145

900036266

Phone: 6172485260

Email: tmadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place
Address Line 2: Choate, Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2006093/0008

#### DOMESTIC REPRESENTATIVE

Name: Daniel L. Scales

Address Line 1: Two International Place
Address Line 2: Choate, Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Daniel L. Scales

Signature: /Daniel L. Scales/

Date: 11/17/2005

#### **Total Attachments: 7**

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# INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective the day of July 2005, is made and entered into by and between EVOKE SOFTWARE CORPORATION, a Delaware corporation ("Assignor"), and SIMILARITY VECTOR TECHNOLOGIES (SIVTECH) LIMITED, a company organized under the laws of Ireland ("Assignee") (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of the Business's Intellectual Property, described in the Purchase Agreement, including, without limitation, the trademarks, trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule A hereto (the "<u>Trademarks</u>"), and is the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule B hereto and the domain name registrations therefor (the "<u>Domain Names</u>"), (collectively, the "<u>Purchased Intellectual Property</u>")

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated July 18, 2005 (the "Purchase Agreement"), pursuant to which Assignee agreed to purchase the Purchased Assets from Assignor, including all of the Assignor's right, title and interest in and to the Purchased Intellectual Property and the Domain Names; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- Assignment. (a) Effective upon Closing, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Purchased Intellectual Property, including (i) all rights therein provided by international conventions or treaties, and (ii) any and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement, dilution, misappropriation, or other violation thereof, and rights for priority and protection of interests therein under the laws of any jurisdiction. Assignor shall not enter into any agreement in conflict with this Assignment.
- 2. <u>Further Assurances</u>. At the request of Assignee, at any time after the Closing Date, Assignor shall execute and deliver such documents as Assignee or its counsel may reasonably request to effectuate the purposes of this Assignment.
- 3. Registrant Name Change Agreement. (a) Within five (5) business days following Closing, except for the Evoke de domain name, for which ten (10) business days shall be allowed, Assignor shall (i) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name (the "Registering Authority") to transfer such Domain Name to Assignee on

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# **EXECUTION VERSION**

an expedited basis, (ii) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority, and (iii) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Domain Names to Assignee on an expedited basis.

- 4. Governing Law. This Assignment and any controversy arising hereunder or thereunder shall be construed in accordance with, and governed by the law of the State of Delaware, without regard to the conflicts of law rules of such state.
- 5. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

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IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

SIMILARITY VECTOR TECHNOLOGIES

(SIVIECH) LIMITED

**EVOKE SOFTWARE CORPORATION** 

By:

Name:

Title:

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

	ARITY VECTOR TECHNOLOGIES ECH) LIMITED
Ву:	
٠,٠	Name:
	Title:
EVOF	E SOFTWARE CORPORATION
	(1.01)
By:	1940
	Name: Scott New non
	Title: president

# SCHEDULE A

# TRADEMARKS

COUNTRY	MARK	APP. NO.	REG. NO.	
Australia	EVOKE	826834	826834	
Australia	EVOKE	901166	901166	
Canada	EVOKE	887372	887372	
Canada	EVOKE and Design	1111409		
Canada	EVOKE AXIO	1047352		
Canada	EVOKE SOFTWARE	887373	887373	
China	EVOKE	2000124002	1759397	
European Union	EVOKE	001595362	001595362	
European Union	EVOKE and Design	002325314	002325314	
European Union	EVOKE AXIO	001595594	001595594	
France	ACCURATE DATA. INFINITE POSSIBILITIES.	3116856	3116856	
France	EVOKE	003006397	003006397	
France	EVOKE and Design	013116857	01/3116857	
France	EVOKE AXIO	003020721	003020721	
German Federal Republic	EVOKE	30026695.209	300 26 695	
German Federal Republic	EVOKE AXIO	30026694.409	300 26 694	
United Kingdom	EVOKE	2221979	2221979	
United Kingdom	EVOKE and Design	2277438	2277438	
United Kingdom	EVOKE AXIO	2228772	2228772	
USA	EVOKE	75928005	2638041	
USA	EVOKE	75494133	2268847	
USA	EVOKE	75920969	2569069	
USA	EVOKE and Design	76277323	2789312	
USA	EVOKE and Design	76277324	2798479	
USA	EVOKE and Design	76277275		

COUNTRY	MARK	APP. NO.	REG. NO.
USA	EVOKE AXIO	75918901	
USA	EVOKE SOFTWARE	75494132	2268846
USA	EVOKE SOFTWARE	75928008	2641587
USA	EVOKE SOFTWARE and Design	75928007	2645024

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# SCHEDULE B

# **DOMAIN NAMES**

- 1. EVOKE INFO
- 2. EVOKESOFTWARE INFO
- 3. EVOKE US
- 4. EVOKESOFTWARE.US
- 5. EVOKESOFTWARE.BIZ
- 6. EVOKESOFTWARE.COM
- 7. EVOKE.COM
- 8. EVOKE DE
- 9. EVOKESOFT.COM
- 10. EVOKESOFT.U

TRADEMARK
REEL: 003196 FRAME: 0153

**RECORDED: 11/17/2005**