

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/24/2003

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WhiteLight Systems, Inc.		12/24/2003	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	BancWare, Inc.
Street Address:	3 Post Office Square
Internal Address:	11th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	CORPORATION: MASSACHUSETTS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1951721	WHITELIGHT

**CORRESPONDENCE DATA**

Fax Number: (215)994-2222  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: glenn.gundersen@dechert.com  
 Correspondent Name: Glenn A. Gundersen  
 Address Line 1: 2929 Arch Street  
 Address Line 2: Dechert LLP  
 Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

NAME OF SUBMITTER:	James J. Johnston
Signature:	/James J. Johnston/
Date:	12/01/2005

**TRADEMARK**

Total Attachments: 4

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## ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

### TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

("Agreement"), made as of this 24th day of December, 2003 by and between WhiteLight Systems, Inc., a Delaware corporation with offices at 4015 Miranda Avenue, 2<sup>nd</sup> Floor, Palo Alto, California 95304 ("Assignor"), and BancWare, Inc., a Massachusetts corporation with offices at 3 Post Office Square, 11<sup>th</sup> Floor, Boston, MA 02109 ("Assignee").

WHEREAS, Assignor has adopted, used and is using the trademarks and service marks shown in Schedule A hereto in its business; and

WHEREAS, Assignor is the registrant of the domain names used in its business and shown in Schedule B hereto (the "Domain Names"); and

WHEREAS Assignee has on this date acquired from Assignor certain assets and property used in Assignor's business and is desirous of acquiring the trademarks and service marks shown in Schedule A hereto (collectively, the "Trademarks"), the registrations of the Trademarks shown in Schedule A and any other registrations and applications for registration of the Trademarks, along with the goodwill of the business symbolized by the Trademarks, and the registrations of the Domain Names.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks and the Domain Names, together with the registrations of the Trademarks shown in Schedule A and the registrations of the Domain Names shown in Schedule B, any other registrations and applications for registration of the Trademarks, in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and in and to all rights of action arising from the Trademarks, all claims for damages by reason of past, present and future infringement of the Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made, and the goodwill of the business associated with the Trademarks.

Assignor hereby covenants and agrees to execute and deliver (at Assignee's expense) such other instruments of conveyance or transfer and take such other actions as may be reasonably requested to sell, assign, transfer, convey and deliver to Assignee, or its successors or permitted assigns, all of Assignor's right, title and interest in and to the Trademarks and Domain Names and the registrations thereof.

Assignor: WhiteLight Systems, Inc.

By [Signature]  
Name: Jim Clayton  
Title: VP Business Operations

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SS

On this \_\_\_\_\_ day of December, 2003 before me, a Notary Public of the State of \_\_\_\_\_, United States of America, personally appeared \_\_\_\_\_, who acknowledged h\_\_self to be \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ [company], and acknowledged h\_\_self to be authorized to execute the foregoing Assignment of Trademarks and Domain Names on behalf of \_\_\_\_\_

IN WITNESS WHEREOF, I have set my hand and seal.

\_\_\_\_\_  
Notary Public

Assignee: BancWare, Inc.

By \_\_\_\_\_  
Name:  
Title:

Assignor hereby covenants and agrees to execute and deliver (at Assignee's expense) such other instruments of conveyance or transfer and take such other actions as may be reasonably requested to sell, assign, transfer, convey and deliver to Assignee, or its successors or permitted assigns, all of Assignor's right, title and interest in and to the Trademarks and Domain Names and the registrations thereof.

Assignor: WhiteLight Systems, Inc.

By \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ : SS

On this \_\_\_\_\_ day of December, 2003 before me, a Notary Public of the State of \_\_\_\_\_, United States of America, personally appeared \_\_\_\_\_, who acknowledged h\_\_self to be \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ [company], and acknowledged h\_\_self to be authorized to execute the foregoing Assignment of Trademarks and Domain Names on behalf of \_\_\_\_\_.

IN WITNESS WHEREOF, I have set my hand and seal.

\_\_\_\_\_  
Notary Public

Assignee: BancWare, Inc.

By James E. Altor  
Name: James E. Altor  
Title: GROUP CEO

**SCHEDULE A**

**Trademarks  
Registered or Pending**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
<b>WHITELIGHT</b>	<b>U.S.A.</b>	<b>1,951,721</b>	<b>January 23, 1996</b>
<b>WHITELIGHT</b>	<b>E.U.</b>	<b>1112077</b>	<b>March 19, 1999</b>
<b>WHITELIGHT</b>	<b>Canada</b>	<b>TMA 556,762</b>	<b>January 23, 2002</b>
<b>WHITELIGHT</b>	<b>Mexico</b>	<b>657962</b>	<b>March 27, 2000</b>
<b>WHITELIGHT</b>	<b>Japan</b>	<b>4491627</b>	<b>July 19, 2001</b>