

**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>
Timothy E Hambsch		12/03/2004	INDIVIDUAL: UNITED STATES
Business Analysts LLC		12/03/2004	LIMITED LIABILITY COMPANY: ARIZONA
James W Laystrom		11/24/2004	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tod S Olsen		
<b>Street Address:</b>	304 West Chilton Street		
<b>City:</b>	Chandler		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85225		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78160173	VISUALVAULT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)716-8280		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(602) 364-7000		
<b>Email:</b>	kanelson@bryancave.com		
<b>Correspondent Name:</b>	Kenneth A. Nelson		
<b>Address Line 1:</b>	Two North Central Avenue		
<b>Address Line 2:</b>	Suite 2200		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-4406		
<b>ATTORNEY DOCKET NUMBER:</b>	0104030-1		
<b>NAME OF SUBMITTER:</b>	Kenneth Nelson		

CH \$40.00 78160173

Signature:	/kenneth nelson/
Date:	01/24/2006
Total Attachments: 4 source=Assignment One_v1#page1.tif source=Assignment One_v1#page2.tif source=Assignment One_v1#page3.tif source=Assignment One_v1#page4.tif	

**ASSIGNMENT OF INTELLECTUAL PROPERTY****Recitals**

We, Timothy E. Hambsch ("Hambsch"), James W. Laystrom ("Laystrom"), individuals residing in Arizona and Illinois, respectively, and having residence addresses at 1602 W. Morelos Street, Chandler, Arizona 85224 and 330 N. Jefferson, #1405, Chicago, Illinois 60661, respectively, and Business Analysts LLC ("Business Analysts"), a Limited Liability Company organized and existing under the laws of the state of Arizona, and having a place of business at 2345 S. Alma School Road, Mesa, Arizona 85210, are possessed of certain rights in intellectual property ("IP Rights"), to wit:

- (a) copyright in VisualVault 1.0 document and data management computer software, menu structures, and computer screen displays and in any derivative works off of the preceding;
- (b) trademark rights and trademark registration application serial No. 78/160,173 and good will in and for the trademark VISUALVAULT;
- (c) trade secret rights in certain trade secrets and know how in VisualVault 1.0 software and in the use of, the marketing of and the business of commercializing that software;
- (d) copyright in marketing materials and in user manuals, reference manuals and other documentation developed for marketing, installing, using and fixing the VisualVault 1.0 software;
- (e) the domain name "visualvault.com" and the VisualVault website at <http://www.visualvault.com>, including copyright in the content at the VisualVault website;
- (f) moral rights in any of the preceding in those countries having moral rights protection;

I, Tod S. Olsen ("Olsen"), an individual, resident in the State of Arizona, with a residence address at 304 W. Chilton Street, Chandler, Arizona 85225 wish to purchase the entire right, title and interest in the above-mentioned IP Rights.

**Agreement**

For and in consideration of the premises and for the sums of \$50,000 to be paid to Hambsch and \$50,000 to be paid to Laystrom, which sums are to be paid pursuant to the schedule below, and for and in consideration of \$1.00 paid to Business Analysts LLC, by Olsen, the receipt and

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sufficiency of all of which above-stated consideration is acknowledged, we, Hamsch, Laystrom and Business Analysts, have sold, assigned, transferred, and conveyed and by this document do sell, assign, transfer, and convey, worldwide, to Olsen the entire right and title to, and interest in the IP Rights and all good will attendant to and associated with the trademark VISUALVAULT, including the right to sue and recover damages for past infringement of any of the rights here conveyed.

We, Hamsch, Laystrom and Business Analysts, for the consideration stated above, represent to and agree with Olsen, that we have the full power to make this assignment, and that the assigned rights are unencumbered by any previously granted right or license. We, our executors, or administrators will do all acts and things and execute and deliver without further compensation any other instruments, further applications, papers, affidavits, powers of attorney, assignments, and other documents that, in the opinion of counsel for Olsen or his successors and his assigns are or may be required to more fully secure and vest the assigned right, title, and interest in the IP Rights to Olsen, his successors and assigns.

It is further agreed that the above-stated \$50,000 to be paid to each of Hamsch and Laystrom shall be paid by Olsen according to the following schedule:

- (a) \$10,000 to be paid on or before December 31, 2004; and
- (b) \$40,000 to be paid on or before December 31, 2005.

Moreover, it is agreed that, should Olsen fail to make one of the above payments by the date stated, then ownership of the Intellectual Property Rights here conveyed by Hamsch, Laystrom and Business Analysts to Olsen shall thereafter be jointly owned by Hamsch, Laystrom and Olsen. Olsen agrees to sign such assignment or other document as may be required or may facilitate, in the opinion of counsel for Hamsch and Laystrom, the aforesaid joint ownership among Hamsch, Laystrom and Olsen.

It is also further agreed among Hamsch, Laystrom, Business Associates and Olsen that Laystrom Manufacturing, having a place of business at 3900 W. Palmer Street, Chicago, Illinois 60647, shall have a continuing right and license to use in its own business, but not to license, sell or copy, the VisualVault 1.0 software and such updates and upgrades as may become available from Olsen, his successors in interest and assigns, without further cost to Laystrom Manufacturing. And Olsen agrees to use his best efforts to have any successor in interest or assign recognize and agree to comply with foregoing obligations to Laystrom Manufacturing.

This Assignment of Intellectual Property may be executed as multiple originals.

Date: 12/3/04

By: [Signature]  
Tim Hamsch

STATE OF Arizona )  
 ) ss.:  
COUNTY OF Maricopa )

BE IT KNOWN, that on this 3<sup>rd</sup> day of Dec, 2004, before me personally appeared Tim Hamsch, known to me to be the person mentioned in and who executed the foregoing assignment, and he acknowledged to me that he executed the same as his free act and deed for the use and purposes therein mentioned.



MILES PORTER  
Notary Public - Arizona  
Maricopa County  
Expires 06/14/06

[Signature]  
Notary Public

Date: \_\_\_\_\_

By: \_\_\_\_\_  
James Laystrom

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

BE IT KNOWN, that on this \_\_\_ day of \_\_\_\_\_, 2004, before me personally appeared James Laystrom, known to me to be the person mentioned in and who executed the foregoing assignment, and he acknowledged to me that he executed the same as his free act and deed for the use and purposes therein mentioned.

Notary Public

Date: 12/3/04

By: [Signature]  
Business Analysts, LLC

Name: TIM HAMBSCH

Title: PRESIDENT

STATE OF Arizona )  
 ) ss.:  
COUNTY OF Maricopa )

BE IT KNOWN, that on this 3<sup>rd</sup> day of Dec, 2004, before me personally appeared Tim Hamsch, known to me to be the person mentioned in and who executed the foregoing assignment, and he acknowledged to me that he executed the same as his free act and deed for the use and purposes therein mentioned.



MILES PORTER  
Notary Public - Arizona  
Maricopa County  
Expires 06/14/06

[Signature]  
Notary Public

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Date: \_\_\_\_\_

By: \_\_\_\_\_

Tim Hambsch

STATE OF \_\_\_\_\_ )

) ss.:

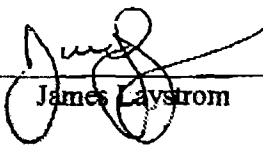
COUNTY OF \_\_\_\_\_ )

BE IT KNOWN, that on this \_\_\_ day of \_\_\_\_\_, 2004, before me personally appeared Tim Hambsch, known to me to be the person mentioned in and who executed the foregoing assignment, and he acknowledged to me that he executed the same as his free act and deed for the use and purposes therein mentioned.

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

Date: 24 NOVEMBER 2004

By: \_\_\_\_\_



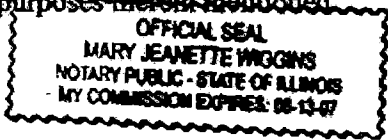
James Laystrom

STATE OF ILLINOIS )

) ss.:

COUNTY OF COOK )

BE IT KNOWN, that on this 26<sup>th</sup> day of November, 2004, before me personally appeared James Laystrom, known to me to be the person mentioned in and who executed the foregoing assignment, and he acknowledged to me that he executed the same as his free act and deed for the use and purposes therein mentioned.



Mary Jeanette Wiggins  
Notary Public

Date: \_\_\_\_\_

By: \_\_\_\_\_

Business Analysts, LLC

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.:

COUNTY OF \_\_\_\_\_ )

BE IT KNOWN, that on this \_\_\_ day of \_\_\_\_\_, 2004, before me personally appeared \_\_\_\_\_, known to me to be the person mentioned in and who executed the foregoing assignment, and he acknowledged to me that he executed the same as his free act and deed for the use and purposes therein mentioned.

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