

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| JRG Software, Inc. | | 01/25/2006 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CDC Software Global Holdings Corporation | | |
| Street Address: | 2 Concourse Parkway | | |
| Internal Address: | Suite 800 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30328 | | |
| Entity Type: | CORPORATION: VIRGIN ISLANDS, BRITISH | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78368990 | JRG | |
| Serial Number: | 78369030 | BUILD-TO-CONSUMPTION | |
| Serial Number: | 78755575 | 1 PLAN | |
| Serial Number: | 78755583 | ONE PLAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (650)213-8158 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | pvaldez@whitecase.com | | |
| Correspondent Name: | Warren S. Heit | | |
| Address Line 1: | 1155 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | 1622973-0002 | | |
| NAME OF SUBMITTER: | Alexandra J. Horne | | |

CH \$115.00 78368990

Signature:

/AJHORNE/

Date:

01/31/2006

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of January __, 2006 ("Effective Date"), is made by and between JRG Software, Inc., a Delaware corporation ("Assignor") and CDC Software Holding Corporation, a BVI corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor is a party to that certain Asset Purchase Agreement (the "Agreement"), dated as of January 20, 2006, pursuant to which, among other things, Assignor has agreed to contribute to Assignee certain assets including its intellectual property; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor's right, title and interest in and to the intellectual property identified herein and used in connection with Assignor's business.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Assignment, Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby assumes, as of the Effective Date, all of Assignor's right, title, and interest worldwide in and to the following intellectual property (collectively, "Intellectual Property"):

(a) all patents and patent applications (respectively issued or filed throughout the world) related to Assignor's business and owned by Assignor, as well as any reexaminations, extensions and reissues thereof and any divisionals, continuations, continuation-in-parts and any other applications or patents that claim priority from such patents and applications, including, without limitation, any foreign applications or patents corresponding thereto and those patents and patent applications listed on Attachment 1 to the Patent Assignment attached as Exhibit A hereto, and all rights, claims and privileges pertaining thereto, including, without limitation, rights to the underlying inventions, the right to prosecute and maintain such patents and patent applications, and the right to sue and recover damages for past, present and future infringement of such patents;

(b) all trade names, trademarks, service marks, trade dresses, logos, designs and slogans, whether in word mark, stylized or design format, registered and unregistered, throughout the world, relating to Assignor's business and owned by Assignor, including, without limitation, those registrations and applications listed on Attachment 1 to the Trademark Assignment attached as Exhibit B hereto (the "Marks"), together with the goodwill of the business associated with and symbolized by the Marks and all rights, claims and privileges pertaining to such Marks, including, without limitation, the right to prosecute and maintain trademark applications and registrations for such Marks, and the right to sue and recover damages for past, present and future infringement of such Marks;

(c) all domain names owned by Assignor, including those listed on Exhibit C hereto, and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement of such domain names; and

(d) all other intellectual property and other proprietary rights throughout the world related to Assignor's business and owned by Assignor, including, without limitation, know-how, trade secrets, inventions (whether or not patentable), formulas, processes, invention disclosures, technology, technical data or information, software and documentation therefor, object code, source code (including

all programmers' notes), procedures, methods, works of authorship, and other documentation, data and information, and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement of such intellectual property and proprietary rights.

2. Assignor shall take all actions requested by Assignee and reasonably necessary and execute any documents as may be reasonably requested by Assignee from time to time to fully vest or perfect in Assignee all right, title and interest in and to the Intellectual Property. Such actions shall include, without limitation, execution of the assignments attached hereto as Exhibits A and B and providing documents and information useful or necessary to prosecute any application to register any of the Marks or copyrights or to apply for a patent, maintain any of the foregoing, or pursue or defend any administrative, court, or other legal proceeding involving any of the Intellectual Property.

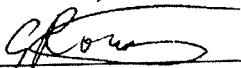
3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument and shall be governed by, and construed in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed as of the Effective Date.

ASSIGNOR:

JRG Software, Inc.

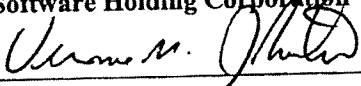
By: 

Name: George Roumeliotis

Title: Interim CEO

ASSIGNEE:

CDC Software Holding Corporation

By: 

Name: Verone M. Johnston

Title: V.P. & CFO

EXHIBIT B
TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") dated as of January __, 2006 ("Effective Date"), is made by and between JRG Software, Inc., a Delaware corporation ("Assignor") and CDC Software Global Holdings Corporation, a BVI corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Assignment and Assumption of Intellectual Property, executed on even date herewith, pursuant to which Assignor has agreed to assign to Assignee the Marks (as defined below).

NOW, THEREFORE, for good and valuable consideration, including the promises and covenants set forth in the Assignment of Intellectual Property, the parties agree as follows:

1. Marks.

"Marks" shall mean the trade names, trademarks, service marks, trade dresses, logos, designs and slogans, in word mark, stylized and/or design formats which are the subject of the registrations and pending applications identified in Attachment 1 hereto.

2. Assignment.

Assignor hereby assigns, transfers and conveys to Assignee all of its rights, title and interest throughout the world in and to the Marks, and the registrations and applications relating thereto, together with the goodwill of the business symbolized by the Marks and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement thereof, and the right to prosecute and maintain trademark applications and the registrations for the Marks.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the Effective Date.

ASSIGNOR:
JRG SOFTWARE, INC.

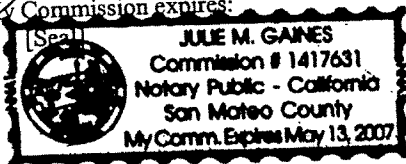
By: George Roumeliotis
Name: George Roumeliotis
Title: Interim CEO

ASSIGNEE:
CDC SOFTWARE GLOBAL HOLDINGS CORPORATION

By: Verone M. Johnston
Name: Verone M. Johnston
Title: V.P. / CFO

On the 25th day of January, 2006, before me personally appeared George Roumeliotis ("Assignor"), who executed the foregoing instrument and he or she duly acknowledged to me that he or she executed the same for the purposes therein set forth.

Julie M. Gaines
NOTARY PUBLIC
My Commission expires:



On the 26th day of January, 2006, before me personally appeared Verone M. Johnston ("Assignor"), who executed the foregoing instrument and he or she duly acknowledged to me that he or she executed the same for the purposes therein set forth.

Christine M. Wienand
NOTARY PUBLIC
My Commission expires:
[Seal]

CHRISTINE M. WIENAND
Notary Public, Gwinnett County, Georgia
My Commission Expires April 22, 2009

B-1

ATTACHMENT 1

| TRADEMARKS | | | | | |
|----------------------|------------------------|-------------------------|-------------|-----------|-----------------|
| Trademark Name | Application Serial No. | Application Filing Date | Reg. Number | Reg. Date | Date First Used |
| JRG | 78/368,990 | 2/17/2004 | 2,982,203 | 8/2/05 | 10/2001 |
| BUILD TO CONSUMPTION | 78/369,030 | 2/17/2004 | N/A | N/A | |
| 1 PLAN | 78/755,575 | 11/16/2005 | N/A | N/A | |
| ONE PLAN | 78/755,583 | 11/16/2005 | N/A | N/A | |