

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
EAI Systems GmbH		03/14/2006	COMPANY: GERMANY
RECEIVING PARTY DATA			
Name:	CyberCorp Holdings, Inc.		
Street Address:	12401 Research Blvd., Bldg. 2, Suite 250		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78759		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78507345	CYBERMANAGER	
Serial Number:	78507631	CYBERADVISOR	
CORRESPONDENCE DATA			
Fax Number:	(415)217-5910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415.434.1600		
Email:	trademark@howardrice.com		
Correspondent Name:	Carole F. Barrett		
Address Line 1:	Three Embarcadero Center, 7th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111-4024		
ATTORNEY DOCKET NUMBER:	40217.0105		
NAME OF SUBMITTER:	Carole F. Barrett		
Signature:	/CFB_lmd/		
Date:	03/29/2006		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is made and entered into as of the 14 day of March, 2006 (the "Effective Date") by and between EAI Systems GmbH, a company organized under the laws of the Federal Republic of Germany having its principal place of business at Ehrenberg Strasse 11, Himmelhau 98693, Federal Republic of Germany ("Assignor"), and CyberCorp Holdings, Inc., a corporation organized under the laws of the State of Texas having its principal place of business at 12401 Research Boulevard, Building 2, Suite 350, Austin, Texas 78759, U.S.A. and operating its business under the name CyberTrader ("Assignee"). The parties hereinafter may be referred to individually as "Party" and collectively as "Parties".

WHEREAS, on October 28, 2004, Assignor filed in the United States Patent and Trademark Office ("PTO"): (1) U.S. Trademark Application Serial No. 78/307,345 to register the trademark described in such application (such trademark, the "CyberManager Mark"); and (2) U.S. Trademark Application Serial No. 78/507,631 to register the trademark described in such application (such trademark, the "CyberAdvisor Mark"). The CyberManager Mark and the CyberAdvisor Mark shall hereinafter be referred to collectively as the "Assigned Marks."

WHEREAS, Assignor is desirous of transferring to Assignee, and Assignee is desirous of acquiring, Assignor's entire worldwide right, title, and interest in and to the Assigned Marks (including without limitation the applications currently pending before the PTO for registration of the Assigned Marks), together with any and all of the goodwill of the business represented and symbolized by the Assigned Marks.

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

1. Assignor hereby assigns, transfers, and conveys to Assignee (and its successors and assigns) any and all right, title, and interest it has in and to the Assigned Marks, including without limitation: (a) all goodwill associated with Assignor's use of the Assigned Marks; (b) the applications currently pending before the PTO for registration of the Assigned Marks; and (c) all rights to register, renew, protect, and defend the Assigned Marks throughout the world, including the right to sue and bring claims for and seek damages and any other legal or equitable remedy by reason of past, present, or future infringement, dilution, or other violation of the Assigned Marks. The Parties acknowledge and agree that Assignee is not assuming any liabilities of Assignor and that all such liabilities are retained by Assignor.
2. Assignor will, at its own expense, promptly execute, deliver, and file such additional instruments and documents, and take such further actions, as may be reasonably requested by Assignee in order to perfect the assignment, transfer, and conveyance to Assignee of the Assigned Marks, including without limitation the short form trademark assignment attached hereto as Exhibit A. Assignor also will, at Assignee's reasonable expense for the necessary out-of-pocket costs incurred by Assignor in connection therewith, promptly execute and deliver such instruments and documents, provide such specimens, and take such further actions, such as may be reasonably requested by Assignee in order to register, renew, protect, and defend the Assigned Marks. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and on its behalf to execute any instrument or document described in this Section 2 with the same force and effect as if executed by Assignor. If Assignee is unable for any reason to obtain a timely signature of such Assignor on such instrument or document.
3. Within five (5) business days after execution and delivery to Assignee by the Assignor of this Assignment, Assignee will pay to Assignor Two Thousand and Five Hundred U.S. Dollars (U.S. \$2,500.00) in consideration for Assignee's acquisition of the rights to the Assigned Marks as set forth herein. Assignee will make such payment by wire transfer, in immediately available funds, to the following account:

W03 60217096-126814863

Account Name: EAI Systems GmbH
 Account Number: 36000 66893
 Routing Number: 840 947 64 (Bankleitzahl); S.W.I.F.T.-Code: GENO DE 31 1LI
 Bank Name: Volksbank Immenau e.G.
 Bank Address: Strasse des Friedens 19
 98693 Immenau (Fon.: +49 3677 6440 0)

4. The Parties shall bear their own sales, transfer, use, income, or other taxes (if any) arising out of this Assignment.
5. Assignor hereby represents and warrants that Assignor has not filed any application or otherwise sought to register any Assigned Mark anywhere in the world, except for the applications currently pending before the PTO for registration of the Assigned Marks.
6. Assignor agrees that it will not (and that it will not cause or assist any affiliated or unaffiliated third party to): (a) use any of the Assigned Marks or any marks confusingly similar thereto in the United States or anywhere else in the world; or (b) file any trademark application, further prosecute any pending trademark application, or renew any existing or hereafter issued registration for any or all of the Assigned Marks or any marks confusingly similar thereto in the United States or anywhere else in the world.
7. This Assignment shall be governed by the laws of the State of California and applicable United States federal law, without regard to any choice of law principles. The prevailing party in any action or proceeding to enforce any provision of this Assignment will be entitled to recover its reasonable attorneys' and experts fees and costs, and court costs, in addition to any other relief it may receive.
8. Assignor acknowledges that its failure to strictly adhere to the limitations imposed by this Assignment on use of the Assigned Marks will result in immediate and irreparable damage to Assignee and that, therefore, there is no adequate remedy at law for any of the foregoing. Assignor agrees that, in such event, Assignee shall be entitled to equitable relief by way of temporary and permanent injunctions, without the necessity of posting a bond, in addition to such other and further relief as any court of competent jurisdiction may grant.
9. If any provision of this Assignment is determined to be invalid, void, illegal, or otherwise unenforceable, such provision will be construed and amended to the extent possible in a manner that would permit its enforcement while effectuating the intent of the Parties, but in no event will such provision affect, impair, or invalidate any other provision hereof.
10. Each Party acknowledges that it has had the opportunity to discuss the terms of this Assignment with an attorney of its own choosing, that it has been advised by its attorney of the legal effect of this Assignment, and that it has carefully read and fully understands all of its provisions. As a result, the Parties agree that no rule of construction to the effect that ambiguities are to be resolved against the drafting party, including without limitation Section 1654 of the California Civil Code, will be applied in the interpretation of this Assignment. Each Party will bear its own attorneys' fees and costs incurred in connection with the negotiation and execution of this Assignment.
11. The failure or delay of either Party in enforcing any of its rights under this Assignment shall not be deemed a continuing waiver or a modification, and either Party may, within the time provided by applicable law, begin legal proceedings to enforce any or all such rights. No terms or provisions of this Assignment will be deemed waived and no breach consented to or excused, unless such waiver, consent, or excuse is in writing and signed by the Party claimed to have so waived, consented, or excused. If either Party consents to, waives, or excuses any breach by the other Party, such consent, waiver, or excuse will not constitute a consent to, waiver of, or excuse of any other different or subsequent breach, whether or not of the same kind as the original breach.
12. This Assignment constitutes the entire and the only existing and binding agreement between the Parties

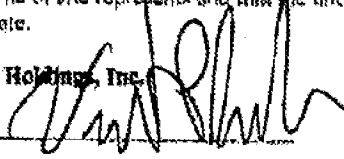
regarding the subject matter of this Assignment, and supersedes any and all prior agreements or understandings, written or oral, between the Parties pertaining to such subject matter. This Assignment may be amended only in a writing signed by all Parties. The Parties acknowledge that there are no warranties, promises, or representations of any kind, whether express, implied, or statutory, upon which the Parties have relied in entering into this Assignment, unless expressly set forth herein.

1.3. This Assignment will be binding upon, and will inure to the benefit of, each of the Parties and their respective successors, heirs, legal representatives, and assigns.

1.4. This Assignment may be executed in any number of facsimile or original counterparts, each of which will be an original, but which together will comprise a single instrument.

IN WITNESS WHEREOF, by signing below each of the undersigned represents and warrants that he or she is duly authorized to sign this Assignment on behalf of the Party that he or she represents and that the undersigned have executed this Agreement to be effective as of the Effective Date.

EAI Systems GmbH
By: 
Name: STEPHAN SCHEILSCHEIDT
Title: MANAGING DIRECTOR

CyberCorp Holdings, Inc.
By: 
Name: _____
Title: **Vincent Phillippe**
CEO
CyberTrader, Inc.
18401 Research Blvd., Bld. 2, Suite 350
Austin, TX 78758
(512) 582-5971

W03 4801 0305072684203

RECEIVED TIME: MAR. 20. 10:56AM.

PRINT TIME: MAR. 20. 10:57am

EXHIBIT A

Short-Form Assignment

This Trademark Assignment Agreement ("Assignment") is made and entered into as of the 14 day of March, 2006 (the "Effective Date") by and between EAI Systems GmbH, a company organized under the laws of the Federal Republic of Germany having its principal place of business at Ehrenberg Strasse 11, 11000 98693, Federal Republic of Germany ("Assignor"), and CyberCorp Holdings, Inc., a corporation organized under the laws of the State of Texas having its principal place of business at 12401 Research Boulevard, Building 2, Suite 350, Austin, Texas 78759, U.S.A. and operating its business under the name CyberTrader ("Assignee").

WHEREAS, Assignor is the applicant of record for the following U.S. Trademark Applications (the "Applications"), filed with the U.S. Patent and Trademark Office for registration of the marks described therein (the "Marks"):

1. U.S. Trademark Application Serial No. 78/507,345 (filed October 28, 2004); and
2. U.S. Trademark Application Serial No. 78/507,631 (filed October 28, 2004).


WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest of Assignor in and to the Applications and the Marks, together with the goodwill of the business represented and symbolized by the Marks.

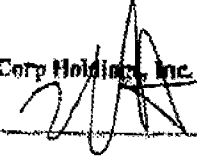
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. **Assignment.** Assignor assigns to Assignee all right, title and interest in and to the Marks, the goodwill pertaining thereto, the Applications, and the right to sue third parties for past violations of any rights pertaining thereto.

2. **Authority.** Each of the undersigned represents and warrants that he or she is duly authorized to sign this Assignment on behalf of the party that he or she represents.

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

EAI Systems GmbH
 By: 
 Name: STEPHAN SCHELLSCHEIDT
 Title: MANAGING DIRECTOR

CyberCorp Holdings, Inc.
 By: 
 Name: _____
 Title: **Vincent Phillips**
CEO
CyberTrader, Inc.
12401 Research Blvd., Bld. 2, Suite 350
Austin, TX 78759
(512) 692-8971

W111 4021 701198/126814924

RECEIVED TIME: MAR. 20. 10:56AM

PRINT TIME: MAR 20 10:56AM