

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
Business Engine Corporation		08/25/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Business Engine Acquisition Company
Street Address:	100 Bush Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76626215	ALIGNMENT ENGINE
Serial Number:	76626952	BEN
Serial Number:	76626216	DELIVERY ENGINE
Registration Number:	1827924	BUSINESS ENGINE
Registration Number:	1837249	BUSINESS ENGINE
Registration Number:	1761183	MICRO-FRAME
Registration Number:	1761786	MICRO-FRAME
Registration Number:	2042001	RESOURCESERVER

CORRESPONDENCE DATA	
Fax Number:	(415)836-2501
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-836-2500
Email:	mary.lee@dlapiper.com
Correspondent Name:	Mary Kathryn Lee
Address Line 1:	153 Townsend Street, Suite 800

CH \$215.00 76626215

Address Line 4: San Francisco, CALIFORNIA 94107

ATTORNEY DOCKET NUMBER: 358788-4

NAME OF SUBMITTER: Mary Kathryn Lee

Signature: /Mary Kathryn Lee/

Date: 04/07/2006

Total Attachments: 3
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ASSIGNMENT OF REGISTERED TRADEMARKS

This Assignment of Registered Trademarks is made and entered into, as of August 25, 2005 (the "Effective Date"), by and between Business Engine Acquisition Company, a Delaware corporation ("Assignee") and Business Engine Corporation, a California corporation ("Assignor").

RECITALS

WHEREAS, Assignor is the owner of the trademarks, service marks and tradenames now registered in the United States Patent and Trademark Office and other countries which are listed on Schedule A attached hereto (together with all registrations and applications for registration therefor whether filed in the United States Patent and Trademark Office or elsewhere, the "Registered Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Registered Trademarks.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, the parties agree as follows:

1. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Registered Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Registered Trademarks from the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

2. Assignor hereby assigns to Assignee, its successors and assigns, and Assignee does hereby accept, all right, title and interest in the United States and all other countries where such rights (and all renewals or extensions thereof hereafter may) exist in and to the Registered Trademarks together with the goodwill of the business symbolized by or associated with the Registered Trademarks and registrations thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by
their duly authorized representatives as of the Effective Date.

BUSINESS ENGINE CORPORATION

By: R. Brady
Name: Roxanne Brady
Title: SVP, Finance & Admin

**BUSINESS ENGINE ACQUISITION
COMPANY**

By: [Signature]
Name: MARK S. STRAUCH
Title: President; CEO

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SIGNATURE PAGE TO ASSIGNMENT OF REGISTERED TRADEMARKS

SCHEDULE A

REGISTERED TRADEMARKS

Description	Registration/Application No.	Registration/Application Date
Business Engine	US 1,827,924 - 74/312,168	3/22/94 - 9/9/92
Business Engine	US 1,837,249 - 74/312,171	5/17/94 - 9/9/92
Business Engine	EU 153296	5/12/98 - 4/1/96
Micro-Frame	US 1,761,183 - 74/297,952	3/30/93 - 7/23/92
Micro-Frame	US 1,761,186 - 74/297,951	3/30/93 - 7/23/92
Micro-Frame	EU 153320	4/1/96 - 4/1/96
Resourceserver	US 2,042,001 - 75/090,532	3/4/97 - 4/18/96
Timeserver	EU 153197	2/24/03 - 4/1/96
Delivery Engine*	US 76/626,216 (app. no.)	12/23/04 (app. date)
Alignment Engine*	US 76/626,215 (app no.)	12/23/04 (app. date)
Ben*	US 76/626,952 (app. no.)	1/5/05 (app. date)

* Filed Madrid Protocol/International Registrations for these marks to cover European Union and Australia.