

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
Percussion Software, Inc.		05/16/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Power Tools, Inc.		
Street Address:	600 Unicorn Park Drive		
City:	Woburn		
State/Country:	MASSACHUSETTS		
Postal Code:	01801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1898685	NOTRIX	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.570.1292		
Email:	mrovner@goodwinprocter.com		
Correspondent Name:	Miriam J. Rovner, Senior Paralegal		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109-2881		
ATTORNEY DOCKET NUMBER:	121113-160959 (1703-391)		
NAME OF SUBMITTER:	Miriam J. Rovner		
Signature:	/mjr/		
Date:	06/08/2006		

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Total Attachments: 5

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Exhibit C

Assignment of Trademarks

This Trademark Assignment (the "Assignment") is entered into this 16 day of May, 2006 by and between Percussion Software, Inc., a Delaware corporation ("Assignor"), and Power Tools, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks and trade names set forth on Schedule 1 attached hereto and incorporated herein by this reference, including all applications or registrations therefor (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 16, 2006 (the "Purchase Agreement"), the terms, conditions and representations and warranties of which are incorporated herein by reference as if set forth in full;

WHEREAS, pursuant to the Purchase Agreement, Assignor conveyed to Assignee substantially all of the assets of the Tools Business (as defined in the Purchase Agreement); and

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT OF MARKS

(a) Assignment. Assignor hereby transfers, conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all right title, and interest in and to the Marks together with the goodwill associated with the Marks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Marks.

(b) Filings. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the Marks.

(c) Further Assurances. Assignor hereby agrees to assist Assignee, at Assignee's reasonable request from time to time and at Assignee's expense, to enforce the rights assigned hereby and to obtain and/or transfer the rights and exclusive use of the Domain Names, and will execute all documents reasonably necessary or appropriate for this purpose. In the event that Assignee is unable for any reason whatsoever to secure the signature of Assignor to any document reasonably necessary or appropriate for any of the foregoing purposes (including any

renewals, extensions, continuations, divisions or continuations in part), Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as agents and attorneys-in-fact to act for and on behalf of such entity, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the undersigned.

2. MISCELLANEOUS

(a) Amendment. No amendment or waiver of any provision of this Assignment shall be effective unless in writing and executed by the parties hereto in the case of an amendment or the party entitled to the benefit of the provision to be so waived in the case of a waiver.

(b) Notices. All notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

(c) Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

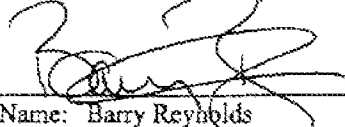
(d) Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the conflicts of laws provisions thereof.

(e) Counterparts. This Assignment may be executed in one or more counterparts, all of which counterparts when so executed shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Assignment of Trademarks has been executed as a sealed instrument on behalf of each of the parties hereto as of the day and year first above written.

PERCUSSION SOFTWARE, INC.

By: 
Name: Barry Reynolds
Title: Chief Executive Officer

POWER TOOLS, INC.

By: _____
Name: Michael Alden
Title: President


(Assignment of Trademarks)

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PERCUSSION SOFTWARE, INC.

By: _____
Name: Barry Reynolds
Title: Chief Executive Officer

POWER TOOLS, INC.

By: 
Name: Michael Alden
Title: President

{Assignment of Trademarks}

Schedule 1

Registered Trademarks:

Notrix (Reg. No. 1,898,685)

Trademarks:

Percussion Notrix & Notrix

Percussion PowerFlow

Percussion Server Admin & Server Admin Plus

Percussion Lyrix & Lyrix

Percussion Power Tools

Power Tools for Lotus Domino