

06-14-2006



RECORD
TRADEMARKS 103231395

3-20-06

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AZERITY

- Individual(s)
- General Partnership
- Corporation- State: CA
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 02/24/06

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Model N, Inc.
 Internal Address: _____
 Street Address: 5000 Shoreline Ct., Ste301
 City: So. San Francisco,
 State: CA
 Country: USA Zip: 94080

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship _____
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

2,417,395

B. Trademark Registration No.(s)

2,417,394

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Farha Chowdry

Internal Address: _____

Street Address: 545 Middlefield Rd.

City: Menlo Park,

State: CA Zip: 94025

Phone Number: (650) 470-4000

Fax Number: (650) 470-4099

Email Address: fchowdry@whiteandlee.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Farha Chowdry

Farha Chowdry

Signature

03/15/06

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

40.00 OP
50.00 OP
03/21/2006 10:00 AM 103231395
01 FC:6521
02 FC:6522

Trademark Recordation Cover Sheet Supplement

4.

Trademark # 2,571,672

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT ("Assignment"), effective as of FEBRUARY 24, 2006 is by and between Azerity, a California corporation, having a principal place of business at 490 N. McCarthy Blvd., Suite 220, Milpitas, CA 95035 (hereinafter collectively referred as the "Assignor") and Model N, Inc., a Delaware corporation having a principal place of business at 5000 Shoreline Court, Suite 301, South San Francisco, CA, 94080 ("Assignee").

WHEREAS, Assignor has adopted, owns and has used "AZERITY; PROCHANNEL; and I (STYLIZED)" as marks ("the Marks") for computer software used in managing computerized business information and allowing reporting of business information via a global computer network and consulting services in the field of business and corporate management concerning business products, marketing and sales information, via a global computer network.

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Marks worldwide together with the goodwill of the business pertaining thereto.


NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee the entire right, title and interest throughout the world in and to the Marks and any registrations and other applications therefor worldwide (including without limitation U.S. Trademark Registration No. 2,417,395 and U.S. Trademark Registration No 2,417,394 and U.S. Trademark Registration No. 2,571,672), together with the goodwill of the business connected with and symbolized by the Marks, and together with all claims for past infringement(s) of the Marks, including without limitation the right to sue for, collect, and recover damages and profits for the same.

IN WITNESS HEREOF, the undersigned represent that they have authority to execute this Agreement on behalf of the respective parties and to carry out all obligations imposed hereunder.

AZERITY

MODEL N, INC.

By: , CEO

By: 

Name: STEPHEN GOLD

Name: Zack Rios

Title: CEO

Title: CEO

ASSUMPTION AGREEMENT

This Assumption Agreement is made pursuant to the Asset Purchase Agreement dated as of February 10, 2006 (the "Agreement"), between Azerity, a California Corporation ("Azerity") and Model N, Inc., a Delaware corporation ("Model N"). Capitalized terms used herein and not otherwise defined are used as defined in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the terms and conditions of the Agreement, Model N hereby assumes and agrees to pay, perform and discharge when due the Assumed Liabilities. Model N is not hereby assuming and shall not have any liability or obligation with respect to any Excluded Liabilities.

This Assumption Agreement is subject to, and shall be construed in accordance with the Agreement, and in the event of a conflict between the provisions of this Assumption Agreement and the provisions of the Agreement, the provisions of the Agreement shall prevail.

IN WITNESS WHEREOF, each of the undersigned have caused this Assumption Agreement to be executed by their respective officers thereunto duly authorized, all as of the date first above written.

Model N, Inc., a Delaware corporation

By: Zack Root
Name: Zack Root
Title: CEO

Acknowledged:

Azerity, a California corporation

By: Stephen Gold CEO
Name: STEPHEN GOLD
Title: CEO