

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SCAN OPTICS, LLC		06/15/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PHOENIX SOFTWARE INTERNATIONAL, INC.		
<b>Street Address:</b>	5200 W. Century Blvd., Suite 800		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90045		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2182388	VISTAEDIT	
Registration Number:	1421756	KEY ENTRY III	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(918)591-5360		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	918-591-5324		
<b>Email:</b>	rblue@dstda.com		
<b>Correspondent Name:</b>	Rachel Blue		
<b>Address Line 1:</b>	320 S. Boston, Suite 500		
<b>Address Line 4:</b>	Tulsa, OKLAHOMA 74103		
<b>ATTORNEY DOCKET NUMBER:</b>	PHO215		
<b>NAME OF SUBMITTER:</b>	Rachel Blue		
<b>Signature:</b>	/RachelBlue/		

CH \$65.00 2182388

Date:

07/21/2006

**Total Attachments: 6**

source=Software Purchase Agreement (page 1,5,8 &31)#page1.tif

source=Software Purchase Agreement (page 1,5,8 &31)#page2.tif

source=Software Purchase Agreement (page 1,5,8 &31)#page3.tif

source=Software Purchase Agreement (page 1,5,8 &31)#page4.tif

source=Software Purchase Agreement (page 1,5,8 &31)#page5.tif

source=Exhibit B#page1.tif

## SOFTWARE PURCHASE AGREEMENT

This Software Purchase Agreement (“Agreement”) is made and entered into effective as of this 15th day of June, 2006 (“Effective Date”) by and between, on one hand, Phoenix Software International, Inc., a California corporation (“Purchaser”), and, on the other hand, Scan-Optics, LLC, a Delaware limited liability company (“SO-US”), and its wholly-owned subsidiaries Scan-Optics (Canada) Ltd., a Canadian corporation (“SO-Canada”), and Scan-Optics, Ltd., a United Kingdom limited company (“SO-England”) (SO-US, SO-Canada and SO-England are each referred to as a “Seller” and collectively as the “Sellers”), with reference to the following recitals:

A. Sellers own or otherwise hold rights to certain software assets and contract rights relative to Sellers’ software products commonly known as and referred to as Image EMC++, Key Entry III, VistaCapture and DocWise software product lines.

B. Purchaser wishes to acquire all of Sellers’ right, title and interest in such software assets and contract rights and to assume certain obligations and liabilities of Sellers relative to such software assets and contract rights, and Sellers are willing to transfer and assign such right, title and interest in and to delegate such obligations and liabilities, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Purchaser and Sellers agree as follows:

### ARTICLE I

#### DEFINITIONS

1.1 Definitions. In addition to certain capitalized terms defined on first use in this Agreement, the following capitalized terms shall have the following meanings:

(a) “Assigned Contracts” means all of the Software Contracts; provided, however, for a Software Contract which contains rights and obligations relating to hardware or software other than the Software, the Assigned Contract shall not include such rights and obligations which continue to be retained by Sellers and remains the sole responsibility and obligation of Sellers.

(b) “Assumed Liabilities” means all Liabilities of Sellers relating to the Software under the Assigned Contracts, excluding Liabilities arising from the breach of any provision of any Assigned Contract by Sellers (including product liability claims and other claims arising from Software sold, licensed or leased by Sellers prior to the Effective Date).

(y) "Third Party Technology" means the third party software and other technology that is embedded in or otherwise used or held for use by Sellers in connection with the Software, including in connection with the development and distribution of the Software.

(z) "Trademarks" means those registered and unregistered trademarks, service marks, trade names, logos and other business identifiers (including all goodwill connected therewith), and applications for registration of any of the foregoing, set forth on Exhibit B attached to this Agreement.

1.2 Sellers' Liability. Unless otherwise expressly stated, SO-US shall guaranty the performance and obligations of all of the Sellers.

1.3 Licensees. Unless otherwise expressly stated, "licensees" of the Software shall include all end-users of the Software whether characterized or described as lessees, purchasers or otherwise.

## ARTICLE II

### TRANSACTION; ASSIGNMENT AND ACCEPTANCE

2.1 Assignment and Transfer. Subject to Purchaser's payment of the Purchase Price and performance of all Closing obligations as set forth in this Agreement, Sellers, effective the Effective Date, (i) sell, assign and transfer to Purchaser all of Sellers' legal and beneficial right, title and interest in and to the Acquired Assets, free and clear of any Encumbrances, other than the Permitted Encumbrances, and (ii) delegates and transfers to Purchaser all of the Assumed Liabilities. Notwithstanding anything to the contrary herein, Purchaser agrees and acknowledges that certain of the Software Contracts require written consents from customers for a formal assignment as described in Section 5.12.

2.2 Acceptance and Assumption. Purchaser accepts such assignment and transfer of all of Sellers' right, title and interest in and to the Acquired Assets and the delegation of all of the Assumed Liabilities as described in Section 2.1.

2.3 Transfer of Title; Risk of Loss. With respect to the Closing deliverables referenced in Article IV, the assignment and transfer contemplated by Section 2.1 shall be effective upon Purchaser's receipt of such Closing deliverables at the location noted in Section 4.2. Sellers shall bear all risk of loss with respect to such Closing deliverables until such delivery, whereupon such risk of loss shall pass to Purchaser.

of the aforementioned items have been delivered to Purchaser by electronic downloads except as otherwise expressly agreed to in writing by Purchaser;

(ix) all copies of all Software;

(x) all designs and technology including source codes, object codes, upgrades, fixes, enhancements, specifications, user guides, instructional materials, manuals, test reports, bills of materials and similar documentation relating to the Software and Acquired Assets;

(xi) all source and object codes, and related technical information, for non current versions of the Software including the Legacy Software; and

(xii) any other items comprising the Acquired Assets or Software in the Sellers' possession or control. All of the aforementioned items will be delivered to Purchaser by electronic downloads except as otherwise expressly agreed to in writing by Purchaser.

(e) A fully functional and complete copy, on a media and in a mutually agreed upon format, of all Assigned Contracts.

(f) Copies of currently registered and registration pending Trademarks and Copyrights relating to the Software evidencing that the registered Trademarks and Copyrights are owned beneficially and of record by Sellers, including, but not limited to, VistaCapture™, VistaEdit, Key Entry III, VistaForm™, and VistaStat, plus copies of all correspondence, prosecution history, searches, trademark or copyright rejections or denials, and other documentation in Sellers' possession or control relating to the registered Copyrights and the Trademarks.

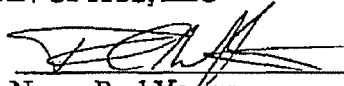
(g) Those documents or forms, duly executed by Sellers, reasonably necessary to formally transfer record title to Purchaser of the registered Trademarks and Copyrights, including trademark and copyright assignments in a form acceptable for recording with the USPTO and U.S. Copyright Office, respectively, which documents and forms will be substantially in the form attached as Exhibit D\_ to this Agreement.

(h) Documentation satisfactory to Purchaser that Patriarch Partners Agency Services, LLC ("Patriarch") and its affiliated entities have released their security interests in the Acquired Assets and has no objection to the sale of the Acquired Assets to Purchaser, which documentation shall be substantially in the form attached as Exhibit E to this Agreement.


PHOENIX SOFTWARE INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: Fred G. Hoschett  
Title: Chief Executive Officer

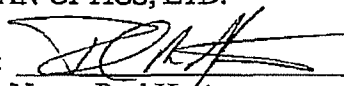
SCAN-OPTICS, LLC

By:  \_\_\_\_\_  
Name: Paul Yantus  
Title: Chief Executive Officer

SCAN-OPTICS (CANADA), LTD.

By:  \_\_\_\_\_  
Name: Paul Yantus  
Title: Chief Executive Officer

SCAN-OPTICS, LTD.

By:  \_\_\_\_\_  
Name: Paul Yantus  
Title: Chief Executive Officer

PHOENIX SOFTWARE INTERNATIONAL, INC.

By: 

Name: Fred G. Hoschett  
Title: Chief Executive Officer

SCAN-OPTICS, LLC

By: \_\_\_\_\_

Name: Paul Yantus  
Title: Chief Executive Officer

SCAN-OPTICS (CANADA), LTD.

By: \_\_\_\_\_

Name: Paul Yantus  
Title: Chief Executive Officer

SCAN-OPTICS, LTD.

By: \_\_\_\_\_

Name: Paul Yantus  
Title: Chief Executive Officer

**EXHIBIT B**

**Trademarks**

Registrations with United States Patent and Trademark Office:

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
VISTAFORM	2360545	06/20/2000
VISTACAPTURE	2385948	09/12/2000
VISTASTAT	2385947	09/12/2000
VISTAEDIT	2,182,388	08/18/1998
KEY ENTRY III	1,421,756	12/23/1986

Unregistered trademarks or service marks for which Sellers  
make no representations or warranties:

**DocWise** (which includes modules entitled):

dwIMPORT  
dwSTORE  
dwFAX  
dwWEB

**Image EMC++**

**VistaCapture** (which includes modules entitled):

VistaImage  
VistaQueue  
VistaView  
VistaDisplay  
VistaBatch  
VistaKey  
VistaICR  
VistaMarkSense

macintosh hd:users:dave:desktop:so software exhibits:exhibit b.doc