

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Scan-Optics, LLC	FORMERLY SO Acquisition, 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 West Century Blvd.		
<b>Internal Address:</b>	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: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2360545	VISTAFORM	
Registration Number:	2385948	VISTACAPTURE	
Registration Number:	2385947	VISTASTAT	
Registration Number:	2182388	VISTAEDIT	
Registration Number:	1421756	KEY ENTRY III	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2027216405		
<b>Email:</b>	christine.wilson@thomson.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	80 State Street		
<b>Address Line 2:</b>	6th Floor		
<b>Address Line 4:</b>	Albany, NEW YORK 12207		

**CH \$140.00 2360545**

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	07/24/2006
<b>Total Attachments: 5</b> source=scan optics - phoenix tm#page2.tif source=scan optics - phoenix tm#page3.tif source=scan optics - phoenix tm#page4.tif source=scan optics - phoenix tm#page5.tif source=scan optics - phoenix tm#page6.tif	

## ASSIGNMENT OF TRADEMARKS

This assignment is made between Scan-Optics, LLC, a Delaware limited liability company corporation whose address is 169 Progress Drive, Manchester, Connecticut (f/k/a SO Acquisition, LLC) ("Assignor"), and Phoenix Software International, Inc., a California corporation whose address is 5200 West Century Boulevard, Suite. 800, Los Angeles, California ("Assignee").

**WHEREAS**, Assignor is the owner of all right, title and interest in and to the trademarks and service marks and the registrations and/or applications therefore that are listed on Exhibit A-1 attached hereto and incorporated herein by reference (collectively the "Marks");

**WHEREAS**, Assignor may hold rights, title and or interests in and to the unregistered trademarks and service marks that are listed on Exhibit A-2 attached hereto and incorporated herein by reference (collectively the "Unregistered Marks");

**WHEREAS**, pursuant to a certain Software Purchase Agreement, dated as of June 15, 2006, by and between Assignor and Assignee, Assignor has agreed to assign all of its right, title and interest in and to the Marks and Unregistered Marks.


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

1. Assignor assigns to Assignee all its rights, title and interest in and to the Marks in the United States, and the registrations therefor in the United States Patent and Trademark Office, together with the goodwill of the business connected with the use of and symbolized by said Marks, and together with any and all interests, claims and rights for damages and profits by reason of any past infringement or unauthorized use of the Marks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Marks, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor.
2. Assignor assigns to Assignee all its rights, title and interest in and to the Unregistered Marks, together with the goodwill of the business connected with the use of and symbolized by said Unregistered Marks, and together with any and all interests, claims and rights for damages and profits by reason of any past infringement or unauthorized use of the Unregistered Marks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Unregistered Marks, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefore.
3. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the Marks or Unregistered Marks to Assignee, its successors or assigns.

Dated: June 15, 2006

ASSIGNOR

SCAN-OPTICS, LLC

By:   
Name: Paul Yarus  
Title: President

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ASSIGNEE

PHOENIX SOFTWARE  
INTERNATIONAL, INC.

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

Dated: June 15, 2006

ASSIGNOR

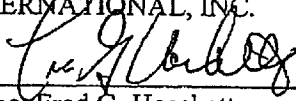
SCAN-OPTICS, LLC

By: \_\_\_\_\_  
Name: Paul Yantus  
Title: President

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ASSIGNEE

PHOENIX SOFTWARE  
INTERNATIONAL, INC.

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

**EXHIBIT A-1**

**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

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**EXHIBIT A-2**

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

dwIMPORT  
dwSTORE  
dwFAX  
dwWEB

**Image EMC++**

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

VistaImage  
VistaQueue  
VistaView  
VistaDisplay  
VistaBatch  
VistaKey  
VistaICR  
VistaMarkSense

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