

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
DKSystems Incorporated		08/11/2006	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	SumTotal Systems, Inc.		
Street Address:	1808 N. Shoreline Blvd.		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94043		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2062550	DKSYSTEMS	
Registration Number:	1779539	ON TRACK FOR TRAINING	
Registration Number:	2064437	DKINVENTORYMANAGER	
CORRESPONDENCE DATA			
Fax Number:	(650)962-5677		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650 930-4746		
Email:	echung@sumtotalsystems.com		
Correspondent Name:	Eugene Chung		
Address Line 1:	1808 N. Shoreline Blvd.		
Address Line 4:	Mountain View, CALIFORNIA 94043		
NAME OF SUBMITTER:	Eugene Chung		
Signature:	/Eugene Chung/		
Date:	08/11/2006		

OP \$90.00 2062550

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made effective June 29, 2006 ("Effective Date") by and between SumTotal Systems, Inc. a Delaware corporation ("SumTotal") with an address for the purposes of this Agreement of 1808 North Shoreline Boulevard, Mountain View, CA 94043 and DKSystems Incorporated ("DKSystems") with an address for purposes of this Agreement at 444 North Michigan Avenue, Suite 3300, Chicago, IL 60611.

1. **Assignment of Trademarks.** For good and valuable consideration, the sufficiency of which is hereby acknowledged, DKSystems hereby transfers and assigns to SumTotal all of DKSystems' right, title and interest in and to the trademarks attached hereto as Exhibit A ("Trademarks") and the registrations thereof. Such transfer and assignment shall take effect upon the Effective Date.

2. **Cooperation in Transferring Trademark.** DKSystems agrees to provide reasonable assistance to SumTotal to effectuate the transfer of the Trademark registrations in a reasonably timely manner.

3. **Fees.** As of the Effective Date, SumTotal will be responsible for all fees related to and in connection with the Trademark, including without limitation all registration fees. SumTotal hereby agrees to release DKSystems from any payments or obligations relating to the Trademark.

4. **No Warranty.** THE TRADEMARK IS PROVIDED "AS IS." DKSYSTEMS DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Some jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to SumTotal. THIS LIMITED WARRANTY GIVES SUMTOTAL SPECIFIC LEGAL RIGHTS, AND SUMTOTAL MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

5. **Limitations of Liability.**

IN NO EVENT WILL DKSYSTEMS BE LIABLE TO SUMTOTAL FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING FROM,

CONNECTED WITH, OR RELATED TO THIS AGREEMENT, THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR OTHERWISE IN CONNECTION WITH THE TRADEMARK EVEN IF DKSYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow limitation or exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to DKSystems to the extent that liability is by law incapable of exclusion or restriction.

6. **Entire Agreement.**

This Agreement contains all the agreements, understandings, representations, conditions, warranties and covenants, and constitutes the sole and entire agreement between the parties hereto pertaining to the Trademark and supersedes all prior communications or agreements, written or oral. This Agreement may not be modified except by written instrument signed by each party. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the internal laws of the State of California, excluding its conflict of law rules. Any suit or other proceeding to enforce or interpret this Agreement shall be brought in, and each party hereby consents to the jurisdiction and venue of, the courts of Santa Clara County in the State of California, United States of America or of any federal court located in such state. If any part of this agreement is held to be unenforceable, it shall not affect any other part. If any part of this agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed by applicable law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

SUMTOTAL SYSTEMS, INC.

By: Neil J. Laird

Name: Neil J. Laird

Title: Chief Financial Officer

Date: August 11, 2006

DKSYSTEMS, INC.

By: Neil J. Laird

Name: Neil J. Laird

Title: President

Date: August 11, 2006

EXHIBIT A

DKSYSTEMS TRADEMARK ASSIGNMENTS TO SUMTOTAL SYSTEMS

Name of Trademark	Registration No.	Registered Owner	Assignee
DKSYSTEMS	2062550	DKSystems, Inc.	SumTotal Systems, Inc.
ON TRACK FOR TRAINING	1779539	DKSystems, Inc.	SumTotal Systems, Inc.
DKINVENTORYMANAGER	2064437	DKSystems, Inc.	SumTotal Systems, Inc.

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