

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
FRAMATOME ANP, INC.		01/14/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GROVE SOFTWARE, INC.		
Street Address:	147 MILL RIDGE ROAD		
City:	LYNCHBURG		
State/Country:	VIRGINIA		
Postal Code:	24502		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2846223	FEATS	
Registration Number:	1868137	MICROSKYSHINE	
CORRESPONDENCE DATA			
Fax Number:	(305)673-6872		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	305.673.6686		
Email:	richard@4trademark.com		
Correspondent Name:	Richard L. Morris Jr. Esq.		
Address Line 1:	P.O. Box 398538		
Address Line 2:	c/o 1-800-4-TRADEMARK		
Address Line 4:	MIAMI BEACH, FLORIDA 33239		
NAME OF SUBMITTER:	RICHARD L MORRIS JR ESQ		
Signature:	/rmorris/		
Date:	08/24/2006		

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Total Attachments: 14

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Computer Software Sales Agreement

Agreement made 12/23/2005 by and between Framatome ANP, Inc., a Delaware corporation, having principal offices at 3315 Old Forest Road, Lynchburg, Virginia 24501 ("SELLER") and Grove Software, Inc., a Delaware corporation, having principal offices at 147 Mill Ridge Road, Lynchburg, Virginia 24502 ("PURCHASER") ("Agreement"). This agreement supersedes the Computer Software Sales Agreement dated 1/14/2005 between SELLER and PURCHASER.

Witnesseth:

Whereas, SELLER has developed software written in various computer languages and related documentation ("Software"), and SELLER is the owner of all right, title, and interest, including, but not limited to, copyright in the Software; and

Whereas, PURCHASER is a software developer; and

Whereas, PURCHASER desires to purchase all rights in the Software from SELLER and SELLER desires to sell all rights in the Software to PURCHASER on the terms and conditions hereinafter set forth;

Now, Therefore, SELLER and PURCHASER agree as follows:

1. **Software.**

1.1 The Software consists of computer Programs written in various computer languages, source codes, object codes, a related run-time library, and related documentation for translating Programs written in various computer languages to various computer applications ("Programs"). A listing of the Programs is contained in Schedule A attached hereto. SELLER is the owner of all right, title, and interest, including, but not limited to, copyright and trademarks, in the Programs.

SELLER also holds licenses to certain developmental tools listed in Schedule A.

1.2 The Programs are unpublished and published works of SELLER.

2. **Sale of Software.**

2.1 SELLER hereby sells to PURCHASER all rights, title, and interest, including, but not limited to, copyrights, in the Programs. In addition, SELLER hereby agrees to assign its licenses in the developmental tools

listed in Schedule A to PURCHASER to the extent permitted by the owner of such developmental tools.

- 2.2 By this sale, PURCHASER assumes all responsibility, without recourse to SELLER, for all marketing, support, enhancement costs, services, and all other aspects regarding ownership of the Programs.

PURCHASER also assumes all responsibility for selecting any names under which to market the Programs and obtaining any and all rights in any such names. Any names so chosen shall be and remain the sole and exclusive property of PURCHASER. Provided, PURCHASER shall not use any name that includes the word "Framatome ANP," "AREVA" or such words in combination with any other words.

- 2.3 SELLER also agrees to provide certain office and computer equipment to PURCHASER, as described in Schedule B. The agreed value of this equipment is four hundred thirty dollars and seventy two cents (\$430.72).

3. **Closing.**

- 3.1 The closing and transfer of title to the Programs from SELLER to PURCHASER ("Closing") will take place at the office of the SELLER on or about January 14, 2005 at which time the parties shall deliver and exchange all papers, documents, and monies contemplated hereby. PURCHASER's obligation to close is conditioned upon the representations and warranties of SELLER being true, and in full force and effect on the date of Closing.

4. **Payment.**

- 4.1 In return for all rights, title, and interest in the Programs, PURCHASER shall make royalty payments to SELLER which are calculated on a percentage basis as shown in Schedule C, and are based upon all revenue received by PURCHASER for all Software licenses and Software license renewals. The term "Software licenses" is in reference to the Programs of Schedule A as well as any engineering software applications that are developed by the PURCHASER.

No royalty payments shall be made to SELLER for the Programs licensed to SELLER as discussed in Article 9.2 below.

The foregoing royalty payments will be based on the license fees that PURCHASER charges its customer(s). Such royalty payments shall be due to SELLER within fifteen (15) days of the end of PURCHASER's accounting month in which PURCHASER received payment from its customer(s). Further, the foregoing royalty payments will be payable by

PURCHASER to SELLER as shown in Schedule C for each year through the end of YEAR 2009.

In any event, PURCHASER agrees to pay to SELLER a minimum royalty as shown in Schedule C per year for each of the five (5) years following execution of this Agreement, namely Years 2005, 2006, 2007, 2008, and 2009. If no royalties have been paid during the year, then the amount of the minimum royalty will be due in full. If royalties have been paid during the year, but not enough to equal the minimum royalty, then the amount due will be the difference between the sum of royalty payments actually made and the minimum royalty. These payments shall be made no later than the last working day of the year to which they relate.

- 4.2 Any payment made by PURCHASER to SELLER under this Agreement shall be sent to the following address:

Framatome ANP, Inc.
Attention: Thomas G. Franch
7207 IBM Drive, CLT-2A
Charlotte, NC 28262

5. **Delivery.**

- 5.1 *Software Documentation.* SELLER shall deliver to PURCHASER whatever documentation regarding the Programs that exists as of the date of the Closing. The documentation shall be delivered as one copy of machine-readable object code and any unsold hard copies in inventory at that time.
- 5.2 *Source and Object Code.* SELLER shall deliver to PURCHASER the source code and object code of the most current version of the Programs as of the date of the Closing. The source code shall be delivered as one copy of machine-readable code.
- 5.3 SELLER shall deliver to PURCHASER all copies of the Programs in its possession, except for those copies permitted to remain in SELLER's possession pursuant to any other provision of this Agreement or by mutual consent of the parties.
- 5.4 *Financial Documentation.* SELLER shall deliver all previous software development documentation, financial records, and customer lists or databases.

6. **Assistance.**

- 6.1 SELLER agrees to provide to PURCHASER the services of technical support personnel to the extent such personnel are available to SELLER at the time of PURCHASER's request, pursuant to terms and conditions and price to be agreed upon between the parties.
- 6.2 SELLER shall transfer all customer inquiries related to the Programs to PURCHASER in a timely manner. These inquiries include but are not limited to phone calls, facsimiles, and electronic correspondence. SELLER shall allow the current dedicated phone line, used solely for the sale of the Programs, to automatically transfer incoming calls to a phone line designated by the SELLER for a minimum period of six (6) months. The cost of maintaining the dedicated phone line and transferring the incoming calls is the responsibility of the PURCHASER and any costs incurred by SELLER will be paid by PURCHASER.

7. **Warranties.**

SELLER represents and warrants to PURCHASER as follows:

- 7.1 SELLER is the sole owner and has the legal right to sell all right, title, and interest, including, but not limited to, copyrights, in the Programs;
- 7.2 There are no pending lawsuits concerning any aspect of the Programs and that the Programs have not been published in such a way as to lose any of its copyright protection;
- 7.3 SELLER has full power to grant the rights and privileges granted herein; and
- 7.4 The Programs and accompanying documentation are sold "AS IS" and without warranties as to performance or merchantability. THE PROGRAMS ARE SOLD WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS OFFERED.

8. **Copyrights and Trademarks.**

- 8.1 PURCHASER shall affix an appropriate copyright notice in the name of PURCHASER on all copies or all parts of the Programs.
- 8.2 PURCHASER shall affix an appropriate copyright notice in the name of PURCHASER on all copies or all parts of the Programs that are created after delivery.

- 8.3 PURCHASER shall transfer all trademarks for Programs from SELLER to PURCHASER. The cost of transferring the trademarks is the responsibility of the PURCHASER.
- 8.4 PURCHASER shall transfer the radiationsoftware.com domain from SELLER to PURCHASER. The cost of transferring the domain is the responsibility of the PURCHASER. In addition, the SELLER will forward all hypertext, email, and other software links related to the Programs from domain sites owned by SELLER to PURCHASER for a minimum of six (6) months. This includes but is not limited to all links on the www.us.framatome-anp.com site as well as all email correspondence relating to the Programs from radsoft@framatome-anp.com or marketing@framatome-anp.com.
- 8.5 SELLER shall transfer the right to PURCHASER to perform business (d/b/a) under the name Grove. The cost of transferring the rights is the responsibility of the PURCHASER.

9. Perpetual License to Seller.

- 9.1 PURCHASER hereby grants to SELLER a perpetual license to use the object code version of the Programs for SELLER's internal use including use on customer contracts ("License") only. (The right to use the Programs on customer contracts does not include the right to sublicense the Programs to such customers.) This License shall extend to all new versions of and enhancements that may be made to the software and related documentation that comprise the Programs. Upon the request of SELLER, PURCHASER agrees to provide SELLER with all new versions of and enhancements to the Programs in the latest released formats. PURCHASER shall provide SELLER with such new versions and enhancements within thirty (30) days of SELLER's request.
- 9.2 PURCHASER grants SELLER this License in accordance with the current payment structure developed by the SELLER. The cost of this License to SELLER is specified in Schedule D.
- 9.3 PURCHASER agrees that any sale of any or all of its interest in the Programs shall be made explicitly subject to this License.
- 9.4 SELLER acknowledges that after the Closing, all parts of the Programs will be owned exclusively by PURCHASER; the Programs are considered by PURCHASER to be confidential and of such a nature to constitute "trade secrets," the proprietary rights to and interest in said confidential information being protected at law and equity. SELLER shall keep and maintain in confidence said confidential information in accordance with and in recognition of PURCHASER's proprietary rights therein. SELLER

shall take all steps to insure that the Programs and all portions and components thereof, are held in confidence by SELLER and its employees and that these items are not disclosed or made available to any third party not authorized in writing by PURCHASER. SELLER shall not copy, reproduce, or use the Programs at any location other than its principal places of business without PURCHASER's prior written approval. Should PURCHASER approve such a change in location, SELLER shall provide PURCHASER with written certification by a responsible Officer that all copies of the Programs at a former location were either destroyed or transferred to the new location.

- 9.5 PURCHASER hereby grants to SELLER a perpetual license to the source codes, object codes, related run-time libraries, and documentation. This License shall extend to all new versions of and enhancements that may be made to the software and related documentation that comprise the Programs. PURCHASER shall provide SELLER with such new versions and enhancements within thirty (30) days of SELLER's request.
- 9.6 PURCHASER will provide SELLER a copy of all Software, source codes and related documentation as of 1/14/2005. The Software, source codes and related documentation will be provided to and held in escrow by the Vice President of NSSS Engineering.

10. **Accounting.**

- 10.1 PURCHASER shall keep accurate records covering all transactions relating to licensing the Programs. At the time each royalty payment is due, PURCHASER shall furnish SELLER with a statement setting forth the number of copies of the Programs licensed, the amount received, the year to date license fees, and the computed royalty. SELLER and/or SELLER's agent, upon giving ten (10) business days written notice, shall have the right to inspect these records during business hours at PURCHASER's principal place of business.
- 10.2 PURCHASER's records shall accurately contain the following information:
- 10.2.1 The number of copies of the Programs that have been licensed to third parties by PURCHASER.
- 10.2.2 The amount received from each license of the Programs, documentation, software enhancements, and documentation enhancements comprising the Programs.

11. Buy-Back Option.

- 11.1 PURCHASER hereby grants to SELLER an option of first refusal to repurchase the rights, title, and interest in any and all versions and enhancements of the Programs and related documentation ("Option"). The repurchase price to SELLER will be 110% of the price offered by the third party buyer. The Option shall be exercisable only in the event that PURCHASER, in its sole discretion, elects to sell its rights, title, and interest in the Programs.
- 11.2 If SELLER elects to exercise the Option, it shall be at the 110% of the price and terms of third party buyer. The SELLER shall have thirty days to exercise the option to repurchase the Programs.
- 11.3 The foregoing shall not prevent PURCHASER from licensing a copy of the source code to any customer, as long as the source code is for the customer's internal use only.

12. Indemnification.

- 12.1 PURCHASER shall indemnify and defend SELLER against any claim regarding the Programs, except to the extent that such claims arise out of or are related to SELLER's breach of warranties in Article 7.

13. Trial Run.

- 13.1 PURCHASER acknowledges that on 01/14/2005 duly authorized representatives of PURCHASER fully tested the Programs in their present state of development and computer hardware of their choice ("Trial Run"). As a result of the Trial Run, PURCHASER is fully satisfied that the Programs are marketable and PURCHASER hereby waives forever that objection to proceeding with this Agreement. PURCHASER hereby agrees that PURCHASER shall not request any additional testing of the Programs.

14. Event of Default.

- 14.1 In the event that either party should breach any of its material obligations under this Agreement ("Event of Default"), then the non-breaching party shall have no further obligation to pay any monies to or to perform any other obligations for the breaching party unless and until such breach is cured. If, as a result of such Event of Default by either party, the non-breaching party shall have suffered monetary damages, the non-breaching party may deduct such monetary damages from any and all monies due to the breaching party under this Agreement.

14.2 The parties agree that in the event that PURCHASER fails to fulfill any material term, condition, or obligation or make any payment required under this Agreement, and such failure remains uncured by PURCHASER for ninety (90) days from the date of such failure, then the Software and all rights to it that were transferred to PURCHASER by SELLER under this Agreement shall revert back to SELLER at the option of the SELLER. In such event, this Agreement shall be terminated.

15. **Term; Termination.**

15.1 This Agreement shall be binding on the parties, their assigns, personal representatives, and successors.

15.2 This Agreement shall continue in full force and effect in perpetuity except as herein provided.

16. **Changes or Alternations.**

16.1 No changes or addition to this Agreement shall be effective unless in writing and properly executed by the parties.

17. **Entire Agreement.**

17.1 This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations, or warranties other than those set forth herein.

18. **Construction.**

18.1 This Agreement shall be construed under the laws of the State of Virginia.

19. **Arbitration.**

19.1 In the event the parties are unable to resolve any dispute, they agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association. This paragraph shall not preclude either party from seeking injunctive relief from a court of competent jurisdiction.

20. **Notices.**

20.1 Except as otherwise provided in this Agreement, any notice given by one party to the other shall be deemed validly given if deposited in the mail properly stamped with the required postage and addressed to the last known office address of the respective addressee. Either party hereto shall have the right to change any address or addressee it may have given

to the other party by giving such other party due notice in writing of such a change. Until so changed, notices shall be given to the following:

Grove Software, Inc.:

Grove Software, Inc.
Attention: Mark A. Rutherford
147 Mill Ridge Road
Lynchburg, VA 24502

Framatome ANP, Inc.:


Framatome ANP, Inc.
Attention: Thomas G. Franch
7207 IBM Drive, CLT-2A
Charlotte, NC 28262

21. **Effective Date.**


21.1 This Agreement shall be effective from the date first indicated above.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first indicated above.


Attest:


T. G. Franch

Framatome ANP, Inc.

By  1/6/2006
T. J. Weir
Senior Vice President

Attest:


E. Giavedoni

Grove Software, Inc.

By 
M. A. Rutherford
President – Grove Software, Inc.

Schedule A

This Agreement covers any and all radiation software and related utilities developed by Seller. The following is a list of the software that is expressly included in this Agreement. Failure to include an item on this list does not, by itself, imply that the software is not included in this Agreement. Software developed subsequent to this Agreement that is a derivative of the Programs, functionally replaces any of the Programs, or is complementary to any of the Programs is included in this Agreement.

- I. Programs
 - a. MicroShield®
 - b. MicroSkyshine®
 - c. RadDecay®
 - d. Optional Libraries for all Programs
 - e. PlumeDose
 - f. RadSIMS
 - g. MicroNIMS
 - h. MicroWasteChar
 - i. MicroRadWaste
 - j. SourceDK
 - k. FEATS™
 - l. Captain America
 - m. Fusion Suite including Fusion Analyzer, Fusion Source, Fusion Model Builder, and Fusion Synthesis
 - n. Decay Heat
- II. Development Tools (to the extent the licenses may be assigned)
 - a. BeCubed Software Inc. OLETools
 - b. FarPoint Technologies, Inc. Spread
 - c. Graphics Server by Graphics Server Technologies, L.P.
 - d. True Basic

Schedule B

Office and Computer Equipment to be Transferred

Type	Quantity	FANP Serial No.	Model No.
<i>Office Equipment</i>			
File Cabinets	8	N/A	N/A
Xerox Copier	1	017021	XD130DF
<i>Computer Equipment</i>			
Dell -- P4 1.80 GHz Computer	1	DB73T11	DHM
Dell -- P2 233 MHz Computer	1	ERX8F	MMS
Dell -- P2 233 MHz Computer	1	D59RW	MMS
Dell -- P2 233 MHz Computer	1	D59SG	MMS
Dell Precision 220 Computer	1	JJB0401	220
Dell Precision 220 Computer	1	FJB0401	220
Dell Computer Monitor (19")	1	MX-08D466-47741-287-4076	08D466
Dell Computer Monitor (17")	1	MX-075UXR-47741-186-80LZ	0750XR
Dell Computer Monitor (17")	1	4892A005	M781P
Dell Computer Monitor (17")	1	080-200-3800	E772P
Dell Computer Monitor (17")	1	MX-0957VU-47801-09L-H118	H118
HP Photosmart Printer	1	MY2744310S	7350

Note that all of the equipment listed above has already been transferred to Grove Software Inc., in 2005. This list is repeated here only for clarity with regard to the initial agreement.

Schedule C

Royalty Structure and Minimum Annual Royalty

Years: 2005 to 2007			
Revenue Range			Royalty
Minimum	Maximum	Range Total	Percentage
\$ -	\$ 200,000	\$ 200,000	25%
\$ 200,000	\$ 250,000	\$ 50,000	30%
\$ 250,000	unlimited	N/A	35%

Years: 2008 to 2009			
Revenue Range			Royalty
Minimum	Maximum	Range Total	Percentage
\$ -	\$ 200,000	\$ 200,000	20%
\$ 200,000	\$ 250,000	\$ 50,000	25%
\$ 250,000	unlimited	N/A	30%

Year	Minimum Royalty to SELLER
2005	\$40,000
2006	\$45,000
2007	\$50,000
2008	\$40,000
2009	\$40,000

Schedule D

Discount Structure for Framatome ANP, Inc.

The following specifies the discount structure for licensing of Programs to Framatome ANP, Inc. No other discounts will be applicable to any other Framatome ANP or AREVA companies.

Organization	Discount
Framatome ANP, Inc. Organizations	100%
All Other Framatome ANP and AREVA Organizations	0%



A facsimile from

Grove Software, Inc.

147 Mill Ridge Road
Lynchburg, VA 24502 USA
<http://www.radiationsoftware.com>

Phone: 434-582-5001

Fax: 434-582-5002

To: 1-800-4-TRADEMARK, Inc.
ATTN: Richard L. Morris
Fax number: 305-673-6872

Date: 8/14/2006

Regarding: FEATS and MicroSkyshine trademark transfers

Comments:

Richard,

Attached is the contract transferring the codes from Framatome ANP, Inc. to Grove Software, Inc.

I also submitted an online application for the RadDecay and MicroShield trademarks this afternoon.

Please contact me at the number above.

Eric