

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
XACTWARE, INC.		08/09/2006	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	ISO INSURANCE SOLUTIONS, INC.
Street Address:	545 Washington Boulevard
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07310
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2730270	HOMESITEPRO
Registration Number:	2440545	ILX XACTIMATE CONCEPTS
Registration Number:	2147712	INTERACTIVE LEARNING XPERIENCE
Registration Number:	2557977	MYHOMESITE
Registration Number:	2501708	MYHOMESITE.COM
Registration Number:	2759791	POCKETSKETCH
Registration Number:	2309777	SKETCH
Registration Number:	2709888	SO SOPHISTICATED IT'S SIMPLE
Registration Number:	2340812	TECHNOLOGY YOU CAN BUILD ON
Registration Number:	1756064	XACTACCOUNT
Registration Number:	2481541	XACTANALYSIS
Registration Number:	2218508	XACTCENTRAL
Registration Number:	1816735	XACTIMATE
Registration Number:	1432214	XACTIMATE

CH \$940.00 2730270

Registration Number:	2837916	XACTIMATE FOR REMODELERS
Registration Number:	2244869	XACTIMATE XPERTS
Registration Number:	2566435	XACTINFO.COM
Registration Number:	2624871	XACTLYWRITE
Registration Number:	2010018	XACTNET
Registration Number:	1780118	XACTPRICE
Registration Number:	2589730	XACTSCOPE
Registration Number:	1996768	XACTVALUE
Registration Number:	3047552	XACTVALUE RESIDENTIAL
Registration Number:	1810186	XACTWARE, INC.
Registration Number:	2463231	XACTWARE.COM
Registration Number:	3022499	XACTWARE'S ESERVICE CENTER
Registration Number:	2136811	XPEDITE
Registration Number:	2369836	XPEDITE XPERTS
Serial Number:	78374135	XACTANALYSIS ASSIGNMENT QUEUE
Serial Number:	78694742	XACTCONTENTS
Serial Number:	78774952	XACTDATA
Serial Number:	78469671	XACTIMATEONLINE
Serial Number:	78802524	XACTNET
Serial Number:	78500824	XACTSITES
Serial Number:	78710378	XACTREMODEL
Serial Number:	78799526	XACTVALUE
Serial Number:	78802595	XACTWARE

CORRESPONDENCE DATA

Fax Number: (973)624-7070
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-622-4444
Email: wheller@mccarter.com
Correspondent Name: William J. Heller
Address Line 1: 100 Mulberry Street
Address Line 2: 4 Gateway Center
Address Line 4: Newark, NEW JERSEY 07101

ATTORNEY DOCKET NUMBER:	97171/00040
NAME OF SUBMITTER:	William J. Heller
Signature:	/William J. Heller/

TRADEMARK

REEL: 003384 FRAME: 0794

Date:

09/07/2006

Total Attachments: 8

source=Xactware Inc. - ISO TM Assignment#page1.tif

source=Xactware Inc. - ISO TM Assignment#page2.tif

source=Xactware Inc. - ISO TM Assignment#page3.tif

source=Xactware Inc. - ISO TM Assignment#page4.tif

source=Xactware Inc. - ISO TM Assignment#page5.tif

source=Xactware Inc. - ISO TM Assignment#page6.tif

source=Xactware Inc. - ISO TM Assignment#page7.tif

source=Xactware Inc. - ISO TM Assignment#page8.tif

ASSIGNMENT OF TRADEMARKS

Dated August 9, 2006

BE IT KNOWN BY THESE PRESENTS THAT:

WHEREAS, XACTWARE, INC., a corporation organized and existing under the laws of the State of Utah and having a principal place of business at 1426 East 750 North, Orem, Utah 84097 (the "**Assignor**") owns the trademarks and service marks listed in **Exhibit A** attached hereto (the "**Marks**"); and

WHEREAS, ISO INSURANCE SOLUTIONS, INC., a corporation organized and existing under the laws of the State of Delaware and having a principal place of business at 545 Washington Boulevard, Jersey City, New Jersey 07310-1686 (the "**Assignee**") is desirous of acquiring all of the Assignor's right, title and interest in and to the Marks and any registrations and applications therefore in the United States and foreign countries, together with all of the goodwill of the business associated with the use of and symbolized by the Marks;

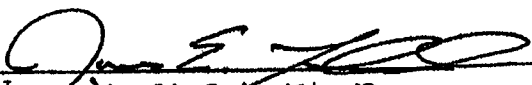
NOW, THEREFORE, for good and valuable consideration as more particularly described in an Asset Purchase Agreement dated August 2, 2006 (the "**Purchase Agreement**"), entered into, inter alia, by the Assignor and the Assignee (none of the provisions of which shall be deemed to be modified, limited or amended hereby), the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign and transfer unto the Assignee, its successors and assigns, its entire right, title and interest to the Marks, and any United States and foreign registrations and applications therefore, together with all of the Assignor's goodwill of the business associated with the use of and symbolized by the Marks along with all claims for damages by reason of past, present, and future infringement of the rights assigned under this Assignment, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as if the same would have been held and enjoyed by the Assignor if this transfer to the Assignee had not been made;

AND the Assignor, for the considerations aforesaid, hereby covenants and agrees to and with the Assignee, its successors and assigns, that the Assignor, its successors and assigns, shall and will do all lawful acts and things and make, execute (which execution will not be at Assignee's expense) and deliver, at the expense of the Assignee, any and all other instruments in writing, further applications, any necessary powers of attorney, papers, affidavits, assignments, and other documents which may reasonably be required or necessary to secure and vest in the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Marks and/or all of the rights, titles, benefits, privileges, and advantages hereby sold, assigned, transferred and conveyed;

This instrument and all of its terms shall inure to the benefit of and shall bind the Assignor and the Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignee has caused this Agreement to be executed and delivered by its officers thereunto duly authorized.

XACTWARE, INC.

By 
Name: JAMES E. LOVELAND
Title: PRESIDENT & CEO

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

TRADEMARK
REEL: 003384 FRAME: 0797

STATE OF Utah)
COUNTY OF Utah) ss:

Personally appeared before me, Karlyn J Norton, a Notary Public in and for said County and State, James E Loveland with whom I am personally acquainted and who acknowledged that he is President & CEO of XACTWARE, INC. and that he executed the foregoing instrument on behalf of XACTWARE, INC. as the free act and deed of XACTWARE, INC., by order of the board of directors of said corporation.

WITNESS my hand and seal at office this 9 day of August 2006.

My Commission Expires
9-08-2009

Karlyn J Norton
Notary Public



EXHIBIT A**U.S. TRADEMARK REGISTRATIONS**

Mark	Registration Number	Registration Date
HomeSitePro	2,730,270	June 24, 2003
ILX Xactimate Concepts	2,440,545	April 3, 2001
Interactive Learning Xperience	2,147,712	March 31, 1998
MyHomesite	2,557,977	April 9, 2002
MyHomesite.com	2,501,708	October 30, 2001
PocketSketch	2,759,791	September 2, 2003
Sketch	2,309,777	January 18, 2000
So Sophisticated It's Simple	2,709,888	April 22, 2003
Technology You Can Build On	2,340,812	April 11, 2000
XactAccount	1,756,064	March 2, 1993
XactAnalysis	2,481,541	August 28, 2001
XactCentral	2,218,508	January 19, 1999
Xactimate	1,816,735	January 18, 1994
Xactimate & Design	1,432,214	March 10, 1987
Xactimate for Remodelers	2,837,916	May 4, 2004
Xactimate Xperts	2,244,869	May 11, 1999
XactInfo.com	2,566,435	May 7, 2002
Xactlywrite	2,624,871	September 24, 2002
XactNet	2,010,018	October 22, 1996
XactPrice	1,780,118	July 6, 1993
XactScope	2,589,730	July 2, 2002
XactValue	1,996,768	August 27, 1996
XactValue Residential	3,047,552	January 24, 2006
Xactware, Inc.	1,810,186	December 7, 1993
Xactware.com	2,463,231	June 26, 2001
Xactware's eService Center	3,022,499	December 6, 2005
Xpedite	2,136,811	February 17, 1998
Xpedite Xperts	2,369,836	July 25, 2000

PENDING U.S. TRADEMARK APPLICATIONS

Mark	Application Number	Application Date
XactAnalysis Assignment Queue	78/374,135	February 25, 2004
XactContents	78/694,742	August 17, 2005
XactData	78/774,952	December 16, 2005
XactimateOnline	78/469,671	August 18, 2004
XactNet	78/802,524	January 30, 2006
XactSites	78/500,824	October 15, 2004
XactRemodel	78/710,378	September 9, 2005
XactValue	78/799,526	January 25, 2006
Xactware	78/802,595	January 30, 2006

FOREIGN TRADEMARK REGISTRATIONS

Community Trademarks (European Union)

Mark	Registration Number	Registration Date
XactAnalysis Assignment Queue	003994522	July 12, 2005
XactValue Residential	0040049818	August 31, 2004

Great Britain and Northern Ireland

Mark	Registration Number	Registration Date
HomeSitePro	2295672	March 18, 2002
XactTotal	2309524	September 2, 2002

Canada

Mark	Registration Number	Registration Date
ILX Xactimate Concepts	TMA584,916	July 9, 2003
Interactive Learning Xperience	TMA507,826	February 9, 1999
MyHomesite	TMA594,713	November 13, 2003
MyHomesite.com	TMA594,972	November 18, 2003
PocketSketch	TMA637,248	April 13, 2005
Sketch	TMA566,949	September 5, 2002
So Sophisticated It's Simple	TMA629,846	January 10, 2005
Technology You Can Build On	TMA566,973	September 5, 2002
XactAccount	TMA453,692	February 9, 1996
XactAnalysis	TMA591,537	October 3, 2003
XactCentral	TMA566,999	September 6, 2002
Xactimate	TMA464,652	October 25, 1996
Xactimate for Remodelers	TMA659,971	March 1, 2006
Xactimate Xperts	TMA585,030	July 10, 2003
XactInfo	TMA566,986	September 6, 2002
XactInfo.com	TMA583,084	June 4, 2003
XactInfoHomeSite	TMA589,798	September 15, 2003
Xactlywrite	TMA427,610	May 20, 1994
XactNet	TMA492,338	April 3, 1998
XactNews	TMA529,094	June 13, 2000
XactPrice	TMA436,216	November 25, 1994
XactScope	TMA589,665	September 12, 2003
XactTotal	TMA649,132	September 28, 2005
Xactware, Inc.	TMA433,931	September 30, 1994
Xactware.com	TMA566,679	August 29, 2002

Xactware's Complete Suite 97	TMA566,972	September 5, 2002
Xpedite Xperts	TMA574,767	January 30, 2003
Xpert Editor	TMA571,511	November 29, 2002
Xtended Office Services	TMA529,005	June 12, 2000

PENDING FOREIGN TRADEMARK APPLICATIONS

Canadian Trademark Applications

Mark	Application Number	Application Date
XactAnalysis Assignment Queue	1228012	August 24, 2004
XactContents	1288024	January 31, 2006
XactRemodel	1288032	January 31, 2006
XactValue	1288186	February 1, 2006
XactValue Residential	1228613	August 30, 2004
Xactware's eService Center	1228614	August 30, 2004

Community Trademark (European Community) Trademark Applications

Mark	Application Number	Application Date
XactAnalysis	004800793	December 22, 2005
Xactimate	004801312	December 22, 2005
XactNet	004801197	December 22, 2005
Xactware	004801437	December 22, 2005
Xactware's eService Center	4004388	August 31, 2004

COMMON LAW TRADEMARKS

ILX Construction Training
Learning Objects
XactAnalysis^{SP}
XactCentral LaunchPad
XactFacts
Xactware Business Services
iSkills

LOGOS

<p>eService Center eService Center</p>	<p>XactAnalysis for Service Providers XACTAnalysis. <i>for Service Providers</i></p>
<p>ILX Construction Training  CONSTRUCTION TRAINING™ <i>Multimedia training on your PC!</i></p>	<p>XactAnalysis Quality Review XACTAnalysis. <i>Quality Review</i></p>
<p>ILX Roofing DVD Roofing Instructional Training On DVD</p>	<p>XactCentral XACTCENTRAL.</p>
<p>Sketch Sketch.</p>	<p>XactContents XACTCONTENTS™</p>
<p>XactAnalysis XACTANALYSIS.</p>	<p>Xactimate Xactimate.</p>
<p>XactAnalysis for Service Providers XACTANALYSIS.SP</p>	<p>Xactimate 24</p>

<p>XactAnalysis Quality Review</p> <p>XACTANALYSIS.^{QR}</p>	<p>XactInfo</p> <p>XACTINFO.</p>
<p>XactAnalysis</p> <p>XACTAnalysis.</p>	<p>XactNet</p> <p>XACTNET.</p>
<p>XactRemodel</p> <p>XACTREMODELTM PROFESSIONAL ESTIMATION SOFTWARE</p>	<p>XactScope</p> <p> </p>
<p>XactRemodel (no subtext)</p> <p>XACTREMODELTM</p>	<p>XactValue</p> <p>XACTVALUE.</p>
<p>Xactware</p> <p>XACTWARE.</p>	<p>Xactware 20th Anniversary</p> <p>XACTWARE. 20th ANNIVERSARY</p>

MEI\5657588.3