

**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>
RESPOND SOFTWARE LIMITED		10/23/2006	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RESPOND GROUP LIMITED		
<b>Street Address:</b>	Fairbourne Drive		
<b>Internal Address:</b>	Regus House		
<b>City:</b>	Atterbury, Milton Keynes, Bedfordshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	MK10 9RG		
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2015018	RESPOND	
Registration Number:	2725520	RESPOND CENTERPOINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(773)353-2320		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	773-353-2320		
<b>Email:</b>	eric@siegelaw.com		
<b>Correspondent Name:</b>	Eric Wachspress		
<b>Address Line 1:</b>	1727 North Natoma Avenue		
<b>Address Line 2:</b>	Myron E. Siegel & Associates, Ltd.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60707		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	ERIC WACHSPRESS		
<b>Address Line 1:</b>	1727 NORTH NATOMA AVENUE		

OP \$65.00 2015018

Address Line 4: CHICAGO, ILLINOIS 60707

NAME OF SUBMITTER:

Eric Wachspres

Signature:

/eric wachspres/

Date:

10/25/2006

**Total Attachments: 5**

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**DATED** \_\_\_\_\_ **23 OCTOBER 2006**

**(1) RESPOND SOFTWARE LIMITED**

and

**(2) RESPOND GROUP LIMITED**

\_\_\_\_\_  
**ASSIGNMENT OF TRADE MARK (US)**  
\_\_\_\_\_

**HBJ Gateley Wareing LLP**  
**City Gate East**  
**Tollhouse Hill**  
**Nottingham**  
**NG1 5FS**  
**52227.020/JES**

**THIS ASSIGNMENT** is made the 23<sup>rd</sup> day of October 2006

**Parties**

- (1) **RESPOND SOFTWARE LIMITED** (company number. 02579049) whose registered office is at Regus House, Fairbourne Drive, Atterbury, Milton Keynes, Bedfordshire, MK10 9RG ("Assignor")
- (2) **RESPOND GROUP LIMITED** (company number 05240703) whose registered office is at Regus House, Fairbourne Drive, Atterbury, Milton Keynes, Bedfordshire, MK10 9RG ("Assignee").

**Background**

- (A) The Assignor was formerly known as Respond Group Limited and changed its name to Respond Software Limited on 15th June 2006.
- (B) The Assignor is the Proprietor of the registered trade marks details of which are set out in the Schedule and all unregistered rights which subsist in such mark ("Trade Marks").
- (C) The Assignor has agreed to assign to the Assignee the Trade Mark upon the terms and conditions of this Assignment.

**IT IS AGREED** as follows:

**1. Assignment**

- 1.1 In consideration of one pound (£1.00) paid and other good and valuable consideration by the Assignee to the Assignor (the receipt of which the Assignor hereby acknowledges), the Assignor with full title guarantee assigns to the Assignee all rights title and interest in the Trade Marks together with the goodwill appurtenant therein and any applications therefor including the right to sue for all infringements and the right to claim damages and/or an account of profits in relation to all past infringements absolutely and free from all charges, liens and encumbrances.
- 1.2 To the extent that any of the rights assigned under clause 1.1 above are not wholly and/or validly assigned, the Assignor shall hold them upon a bare trust for the full and exclusive benefit of the Assignee.
- 1.3 The Assignor will at the Assignee's request deliver up to Assignee all documents, material and/or other media which may be in the Assignor's possession, power or control which comprises or contains any part of or information in relation to the Trade Mark.

**2. Further Assurance**

- 2.1 The Assignor shall at the request and reasonable cost of the Assignee:
  - 2.1.1 execute any further documents and/or deeds and do any such things as the Assignee may require to vest the Trade Mark in the Assignee and/or to record this Assignment at all relevant registries and/or enable the Assignee to secure the delivery of information and the benefit of the rights assigned or held in trust in accordance with clause 1 above; and/or
  - 2.1.2 take such action as the Assignee may reasonably require to assist the Assignee in bringing or defending any proceedings relating to the Trade Marks.

**3. General**

- 3.1 This Assignment is governed by and interpreted in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

- 3.2 The waiver by either party to this Assignment of a breach or default of any provision of this Assignment by the other party shall not be construed as a waiver of any succeeding breach of the same or any breach of any other provision nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have under this Assignment operate as a waiver of any breach or default of the other party.
- 3.3 All third party rights are excluded and no third party shall have the right to enforce the terms of this Assignment.
- 3.4 This Assignment may be executed in any number of counterparts and by the parties on separate counterparts, each of which so executed and delivered will be an original but all the counterparts together will constitute one and the same Assignment.

**IN WITNESS OF THE ABOVE** the parties have Executed and Delivered this Assignment as a Deed on the date written at the head of this Assignment.

**SCHEDULE**


**Trade Marks**

<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>CLASSES</b>	<b>REGISTRATION DATE</b>
RESPOND CENTERPOINT	2,725,520	International Class 009 US 021 023 026 036 038	June 10, 2003
RESPOND	2,015,018 (Serial No. 74683032)	International Class 009 US 021 023 026 036 038	November 12, 1996

**EXECUTED and DELIVERED as a  
DEED BY  
RESPOND SOFTWARE LIMITED**

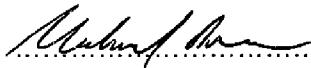
acting by:


 ..... Director

 ..... Director/Secretary  
CATHAL NAUGHTON

**EXECUTED and DELIVERED as a  
DEED BY  
RESPOND GROUP LIMITED**

acting by:

 ..... Director

 ..... Director/Secretary  
CATHAL NAUGHTON

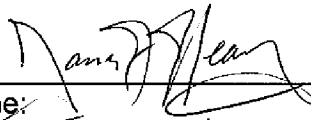
**DESIGNATION OF DOMESTIC REPRESENTATIVE**

Eric Wachspress, whose postal address is 1727 North Natoma Avenue, Chicago, Illinois 60707-3917, is hereby designated as Assignee's representative upon whom notice or process in proceedings affecting the following marks may be served.

<b>TRADEMARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
RESPOND	2,015,018	November 12, 1996
RESPOND CENTERPOINT	2,725,520	June 10, 2003

RESPOND GROUP LIMITED

Date: 23 Oct 2006.

  
Name: JAMES HENVEY.  
Title: CEO.