

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
AXS-One Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 31, 2006

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Computron Software, LLC

Internal

Address: _____

Street Address: 18103 Sky Park South, Suite E2

City: Irvine

State: California

Country: USA Zip: 92614

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1937229
2452912

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
1937229: Computron
2452912: Transaxs

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Barbara Alder

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 695 Town Center Drive, 17th Floor

City: Costa Mesa

State: CA Zip: 92626

Phone Number: 714.668.6327

Fax Number: 714.668.6457

Email Address: barbaraalder@paulhastings.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information

a. Credit Card Last 4 Numbers 1007
Expiration Date 04/10

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Barbara Alder

Signature

11/2/06
Date

Barbara Alder

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of October 31, 2006 by AXS-One Inc., a Delaware corporation ("Assignor"), in favor of Computron Software, LLC, a Delaware limited liability company ("Assignee"). All capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement described below.

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of this date (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of the Assets free and clear of all Liens, except Permitted Encumbrances. Included among the Assets are the trademarks identified on Exhibit A hereto (collectively, the "Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, conveys, and transfers to Assignee, all of Assignor's right, title, and interest in and to the Trademarks, any and all registrations and applications for registration thereof, all common law rights associated therewith, and the goodwill of the business symbolized thereby.

This Assignment is further documentation of the transfers, conveyances and assignments contemplated by the Purchase Agreement and is subject to all of the terms, provisions and conditions thereof. Nothing in this Assignment shall constitute a waiver of, expansion of or limitation upon Assignor's or Assignee's rights, remedies, obligations, representations, warranties and covenants under the Purchase Agreement, and in the case of any conflict between the terms of the Purchase Agreement and this Assignment, the Purchase Agreement shall govern.

This Assignment shall be binding upon and shall inure solely to the benefit of Assignor, Assignee and their respective successors and assigns.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the New York.

This Assignment may be delivered by electronic mail or facsimile transmission.

{Signature page follows.}

IN WITNESS WHEREOF. Assignor has caused this Assignment to be delivered to Assignee as of the day and year first above written.

AXS-ONE INC.

By: *William A. Lyons*
Name: *William A. Lyons*
Title: *Chairman & CEO*

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TRADEMARK ASSIGNMENT