

**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>    |
| Science Applications International Corporation |  | 10/27/2006            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>                    |  |                       |                       |
| <b>Name:</b>                                   | ANXeBusiness Corp.   |                       |                       |
| <b>Street Address:</b>                         | 2000 Town Center,  |                       |                       |
| <b>Internal Address:</b>                       | Suite 2050   |                       |                       |
| <b>City:</b>                                   | Southfield   |                       |                       |
| <b>State/Country:</b>                          | MICHIGAN   |                       |                       |
| <b>Postal Code:</b>                            | 48075-1135   |                       |                       |
| <b>Entity Type:</b>                            | CORPORATION: DELAWARE  |                       |                       |
| <b>PROPERTY NUMBERS Total: 3</b>               |  |                       |                       |
| <b>Property Type</b>                           | <b>Number</b>  | <b>Word Mark</b>      |                       |
| Registration Number:                           | 2133126  | ANX                   |                       |
| Registration Number:                           | 2971050  | ANX                   |                       |
| Registration Number:                           | 2901037  | ANXVELOCITY           |                       |
| <b>CORRESPONDENCE DATA</b>                     |  |                       |                       |
| <b>Fax Number:</b>                             | (202)408-4000  |                       |                       |
|  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                                  | 2024084000   |                       |                       |
| <b>Email:</b>                                  | docketing@finnegan.com   |                       |                       |
| <b>Correspondent Name:</b>                     | Jeremy J. Thornton   |                       |                       |
| <b>Address Line 1:</b>                         | 901 New York Avenue, N.W.  |                       |                       |
| <b>Address Line 4:</b>                         | Washington, DISTRICT OF COLUMBIA 20001   |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>                 | 07490.0059   |                       |                       |
| <b>NAME OF SUBMITTER:</b>                      | Jeremy J. Thornton   |                       |                       |

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|   |                     |
|---|---------------------|
| Signature:  | /jeremy j thornton/ |
| Date:   | 12/12/2006          |
| <b>Total Attachments: 9</b><br>source=0008456#page1.tif<br>source=0008456#page2.tif<br>source=0008456#page3.tif<br>source=0008456#page4.tif<br>source=0008456#page5.tif<br>source=0008456#page6.tif<br>source=0008456#page7.tif<br>source=0008456#page8.tif<br>source=0008456#page9.tif |                     |

**TRADEMARK ASSIGNMENT AND DOMAIN NAME TRANSFER  
AGREEMENT**

**THIS AGREEMENT** is made and entered into between **ANXeBusiness Corp.**, a Delaware corporation with a place of business at 2000 Town Center, Suite 2050, Southfield, MI 48075-1135 (“**ANXeBusiness**”) and **Science Applications International Corporation**, a Delaware corporation with a place of business at 1710 SAIC Dr., McLean, VA 22102 (“**SAIC**”).

**WHEREAS**, pursuant to the terms of the stock purchase agreement attached as **Exhibit A** (“**ANX Stock Purchase Agreement**”), SAIC and the other stockholders of ANXeBusiness intend to sell all of the outstanding capital stock of ANXeBusiness to ANX Holdings, Inc., a Delaware corporation with a place of business at 2000 Town Center, Suite 2050, Southfield, MI 48075-1135 (“**ANX Holdings**”)

**WHEREAS**, SAIC is the owner of all right, title, and interest in and to the names and marks ANX, ANXVELOCITY, and AUTOMOTIVE EXCHANGE NETWORK in the United States and elsewhere, and owns trademark registrations for those marks as detailed in the attached **Exhibit B** (“**ANX Trademarks**”);

**WHEREAS**, SAIC is the registrant of the domain names listed in **Exhibit C** (“**ANX Domain Names**”);

**WHEREAS**, it is a condition precedent to the consummation of the transactions contemplated by the ANX Stock Purchase Agreement that SAIC assign the ANX Trademarks and ANX Domain Names to ANXeBusiness ;

**WHEREAS**, as a condition of the eventual sale of the outstanding capital stock of ANXeBusiness from SAIC and the other stockholders of ANXeBusiness to ANX Holdings, SAIC desires to assign all of its right, title, and interest in and to the ANX Domain Names and the ANX Trademarks and the goodwill associated therewith to ANXeBusiness;

**WHEREAS**, as a condition of the eventual sale of the outstanding capital stock of ANXeBusiness from SAIC and the other stockholders of ANXeBusiness to ANX Holdings, ANXeBusiness desires to acquire all right, title, and interest in and to the ANX Domain Names and the ANX Trademarks and the goodwill associated therewith from SAIC;

**NOW, THEREFORE**, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Subject to terms and conditions contained in this agreement, effective on the date of but immediately prior to execution of the Stock Purchase Agreement (the “**Effective Date**”), SAIC transfers, conveys, and assigns to ANXeBusiness all right, title, and interest in and to the ANX Domain Names, and SAIC transfers, conveys, and assigns to ANXeBusiness all right, title, and interest in and to the trademarks and the trademark registrations for those marks as detailed in the ANX Trademarks, including all common law rights therein, the goodwill of the business symbolized by the trademarks, and the right to recover for past infringements and other violations of the marks. After the Effective Date, SAIC further waives all claims it has to the ANX Domain Names and ANX Trademarks.

2. Promptly following the full execution of the ANX Stock Purchase Agreement and Effective Date, SAIC will execute any and all documents necessary to confirm the assignment and ANXeBusiness’ ownership of the ANX Trademarks and transfer SAIC’s files for the ANX Trademarks to ANXeBusiness.

3. Promptly following the full execution of the ANX Stock Purchase Agreement and Effective Date, ANXeBusiness will initiate the transfer of the ANX Domain Names through the registrar Network Solutions’ online transfer service, currently located at <https://www.networksolutions.com/domain-transfer/index.jsp>, or initiate the appropriate transfer procedure with the applicable registrar(s) with whom the ANX Domain Names are registered (hereafter “**Registrars**”) promptly after the Effective Date in accordance with the procedures of such Registrars. SAIC agrees to cooperate with ANXeBusiness and to follow ANXeBusiness’ reasonable instructions, and otherwise assist in ANXeBusiness in order to evidence, record, perfect, and effectuate transfer of registrations of the ANX Domain Names. If required by the Registrars, ANXeBusiness agrees to promptly provide SAIC with all information required by SAIC, including registrant, administrative contact, and technical contact names, addresses, and phone numbers, primary and secondary domain name server information, and IP numbers. ANXeBusiness acknowledges that access to and use of such ANX Domain Names by ANXeBusiness shall be subject to the entry of such information by the Registrars. Notwithstanding any agreement to the contrary, ANXeBusiness shall pay all fees required by the Registrars in connection with the transfer, and the maintenance and continued registration of the ANX Domain Names after the Effective Date.

4. Except as provided herein, after the Effective Date, the parties agree that SAIC will not have any liability or obligation with respect to maintenance or enforcement of the ANX Trademarks or ANX Domain Names.

5. If the sale of ANXeBusiness to ANX Holdings is not completed according to the terms of the ANX Stock Purchase Agreement, ANXeBusiness will assign back to SAIC the ANX Domain Names and the ANX Trademarks, including the goodwill of the business symbolized by the trademarks and the right to recover for past infringements and other violations of the marks. ANXeBusiness will execute all documents necessary to confirm the assignment and SAIC's ownership of the ANX Domain Names and the ANX Trademarks within 10 days of SAIC's request only under these circumstances. In such event, neither party shall be liable to the other party or to any third parties for any damages, claims, liabilities or fees incurred as a result of or arising out of the assignments contemplated herein.

6. THE ANX DOMAIN NAMES AND ANX TRADEMARKS ARE PROVIDED TO ANXEBUSINESS "AS IS", WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. SAIC HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ANX DOMAIN NAMES AND ANX TRADEMARKS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-VIOLATION OF THE ANTI-CYBERSQUATTING ACT. IN NO EVENT SHALL SAIC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, INFRINGEMENT OF INTELLECTUAL PROPERTY, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY'S LIABILITY IN CONNECTION WITH OR ARISING FROM THIS AGREEMENT (INCLUDING INDEMNIFICATION OBLIGATIONS DESCRIBED ABOVE) EXCEED THE TRANSACTION FEES ACTUALLY RECEIVED HEREUNDER.

7. The parties agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or relating to this Agreement. The parties agree to negotiate

in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, the parties agree to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the County of San Diego, State of California. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award specific performance or punitive damages. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.

8. This Agreement contains the entire agreement between the parties relating to the subject matter contained herein, supersedes any and all other agreements, representations or warranties of the parties in connection with such subject matter, and may be modified, changed or terminated only in a writing executed by each party. This Agreement and all of the Exhibits, schedules, and documents attached hereto (including but not limited to Exhibit A) are intended to be read and construed in harmony with each other, but in the event any provision in any attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision, to the extent it conflicts, shall be deemed removed and replaced with the governing provision herein. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. If the sale of ANXeBusiness to ANX Holdings is completed according to the terms of the ANX Stock Purchase Agreement, this Agreement may be assigned by ANXeBusiness to any successor to substantially all of its business or assets relating hereto. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without regard to its conflicts of laws rules.

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IN WITNESS WHEREOF, I/We have hereunto set hand and signed on the date indicated below:

**SCIENCE APPLICATIONS INTERNATIONAL  
CORPORATION**

By: Kevin A. Werner  
Kevin A. Werner

Title: Senior Vice President, Director of Strategic  
Development Activities

Date: 10-27-06

**ANXeBUSINESS CORP.**

By: Richard L. Stanbaugh  
Richard L. Stanbaugh

Title: President and Chief Executive Officer

Date: 10-27-06

*{Signature Page to Trademark Assignment and Domain Name Transfer Agreement}*

**EXHIBIT A**  
**ANX Stock Purchase Agreement**



**EXHIBIT B**  
**ANX Trademark Registrations**

**Australia**

Mark: ANX  
Reg. No. 715465

**Brazil**

Mark: ANX  
Reg. No. 819 380 555

Mark: AUTOMOTIVE NETWORK EXCHANGE  
Reg. No. 819 380 547

**Canada**

Mark: ANX  
Reg. No. 505,204

Mark: ANXVELOCITY  
App. No. 1,128,932

Mark: AUTOMOTIVE NETWORK EXCHANGE  
Reg. No. 542,236

**European Community**

Mark: ANX  
App. No. TBA

**France**

Mark: ANX  
Reg. No. 96,634,533

**Germany**

Mark: ANX  
Reg. No. 39,630,717

**Italy**

Mark: ANX  
Reg. No. 00753806

**Japan**

Mark: ANX  
Reg. No. 4362409

Mark: AUTOMOTIVE NETWORK EXCHANGE  
Reg. No. 4135389

**Mexico**

Mark: ANX  
Reg. No. 606636

Mark: ANXVELOCITY  
Reg. No. 771064

**Sweden**

Mark: ANX  
Reg. No. 322 138

**United Kingdom**

Mark: ANX  
Reg. No. 2,103,492

**United States**

Mark: ANX  
Reg. No. 2,133,126

Mark: ANX  
Reg. No. 2,971,050

Mark: ANXVELOCITY  
Reg. No. 2,901,037

**Exhibit C**  
**ANX Domain Names**

1. anx.com
2. anx.net
3. anxb2b.com
4. anxb2b.org
5. anxebiz.com
6. anxebiz.org
7. anxecommerce.com
8. anxglobal.com
9. anxmatrix.com
10. anxmatrix.org
11. anxnetwork.net
12. anxnetwork.org
13. anxnow.com
14. anxtunnelz.com
15. anxusergroup.com
16. anxusergroup.net
17. anxusergroup.org
18. anxvelocity.com
19. anxvelocity.net
20. anxvelocity.org
21. anxnet.com
22. anxnet.net
23. anxnet.org