

**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>
Borland Software Corporation		05/31/2003	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Industrial Medium LLC		
<b>Street Address:</b>	1616 Anderson Road		
<b>Internal Address:</b>	Suite 337		
<b>City:</b>	McLean		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22102		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: VIRGINIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2359771	EXPRESSROOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(804)698-2007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(804) 775-1071		
<b>Email:</b>	rvance@mcguirewoods.com		
<b>Correspondent Name:</b>	Robin C. Vance		
<b>Address Line 1:</b>	901 E. Cary Street		
<b>Address Line 2:</b>	One James Center		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219-4030		
<b>ATTORNEY DOCKET NUMBER:</b>	2038926-0001		
<b>NAME OF SUBMITTER:</b>	Robin C. Vance		
<b>Signature:</b>	/Robin C. Vance/		

OP \$40.00 2359771

Date:

12/19/2006

**Total Attachments: 4**

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**ASSET PURCHASE AGREEMENT**

between:

**BORLAND SOFTWARE CORPORATION,**  
a Delaware corporation;

and

**INDUSTRIAL MEDIUM LLC,**  
a Virginia limited liability company

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Dated as of May \_\_, 2003

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is being entered into as of May 31, 2003, by and between: **BORLAND SOFTWARE CORPORATION**, a Delaware corporation (the "Seller"); and **INDUSTRIAL MEDIUM LLC**, a Virginia limited liability company (the "Purchaser"). The Seller and the Purchaser are referred to collectively in this Agreement as the "Parties." Certain other capitalized terms used in this Agreement are defined in **Exhibit A**.

### RECITAL

The Parties wish to provide for the sale of the Transferred Assets (as defined in Section 1.1) to the Purchaser on the terms and subject to the conditions and other provisions set forth in this Agreement.

### AGREEMENT

The Parties, intending to be legally bound, agree as follows:

#### 1. SALE OF TRANSFERRED ASSETS; RELATED TRANSACTIONS.

**1.1 Sale of Transferred Assets.** Contemporaneously with the execution and delivery of this Agreement, the Seller shall cause to be sold to the Purchaser, and the Purchaser shall purchase from the Seller, the following tangible and intangible assets (which, subject to Section 1.2, are referred to in this Agreement as the "Transferred Assets"), on the terms and subject to the conditions set forth in this Agreement:

(a) Proprietary Assets: All of the Proprietary Assets specifically identified on **Exhibit B** (the "Transferred IP Assets");

(b) Contracts: All rights of the Seller under the contracts exclusively related to the eXpressroom Products (as defined in Section 1.3) and specifically identified on **Exhibit C** (the "Transferred Contracts");

(c) Equipment and Hardware: All of the computer equipment and software exclusively related to the development and support of the eXpressroom Products and specifically identified on **Exhibit D** (the "Transferred Equipment");

(d) Specified Accounts Receivable: Those certain accounts receivable exclusively related to the development and support of the eXpressroom Products and specifically identified on **Exhibit E**, including any and all payments received by the Seller with respect to such accounts receivable (collectively, the "Transferred Accounts Receivable"); and

**EXHIBIT B**  
**TRANSFERRED IP ASSETS**

1. All of the following proprietary assets of the Seller to the extent they are exclusively related to the Seller's standalone "eXpressroom" software package as in existence as of the date of this Agreement: (a) source code, object code, compilers, technical documentation and user documentation; (b) copyrights; (c) trade secrets and trade secret rights; (d) the "eXpressroom" trademark; and (e) the "worldweb.net" and "expressroom.net" Internet domain names.
2. The right to sell and continue development of the eXpressroom Product.