

**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>
Buildpoint Corporation		05/04/2004	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Construction Software Technologies, Inc.		
<b>Street Address:</b>	4500 Lake Forest Drive		
<b>Internal Address:</b>	Suite 502		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<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:	2499606	WHERE THE CONSTRUCTION INDUSTRY DOES BUSINESS	
Registration Number:	2427592	BUILDPOINT	
Registration Number:	2524663	WHERE CONTRACTORS DO BUSINESS.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(513)579-6457		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	513-579-6525		
<b>Email:</b>	trademarks@kmklaw.com		
<b>Correspondent Name:</b>	Karen Kreider Gaunt		
<b>Address Line 1:</b>	One East Fourth Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	CO6400/IP0002		
<b>NAME OF SUBMITTER:</b>	Karen Kreider Gaunt		

OP \$90.00 2499606

Signature:

/Karen Kreider Gaunt/

Date:

02/07/2007

Total Attachments: 3

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**INTELLECTUAL PROPERTY**

**ASSIGNMENT**

THIS ASSIGNMENT (the "Assignment") from BUILDPOINT CORPORATION, a California corporation ("Assignor"), and CONSTRUCTION SOFTWARE TECHNOLOGIES, INC., a Delaware corporation ("Assignee"), is entered into on this 4th day of May, 2004 (the "Effective Date").

WHEREAS, Assignee has purchased certain of the assets of Assignor pursuant to that certain Asset Purchase Agreement (the "Agreement") dated the same date as this Assignment by and between Assignor and Assignee; and

WHEREAS, the Assignor is the owner of certain intellectual property rights, including certain common law copyrights and trademarks and the Assignor has used and is using these trademarks and copyrights in commerce; and

WHEREAS, Assignee is desirous of acquiring the entire, right, title and interest in and to said intellectual property rights.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor agree as follows:

1. Copyrights. Effective immediately upon the execution of this Assignment, Assignor does hereby irrevocably sell, assign, and transfer to Assignee, its successors and assigns, its entire right, title and interest existing as of the date hereof in and to:

a. any and all copyrights of Assignor and any registrations and copyright applications relating thereto and any renewals and extensions thereof (collectively referred to as the "Copyrights");

b. any and all rights to all works based upon, derived from, or incorporating the works covered by the Copyrights (collectively referred to as the "Copyright Derivative Rights");

c. any and all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Copyrights and Copyright Derivative Rights, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Copyrights and Copyright Derivative Rights; and

d. any and all rights corresponding to the Copyrights and Copyright Derivative Rights throughout the world.

2. Trademarks. Effective immediately upon the execution of this Assignment, Assignor does hereby irrevocably sell, assign, and transfer to Assignee, its successors and assigns, their entire right, title and interest existing as of the date hereof in and to and under the following and the goodwill of the business symbolized thereby:

a. all trademarks, trade names, service marks, service names and brand names related to the Assignor (collectively referred to as "Trademarks"), including, without limitation, the name "BuildPoint";

b. any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the Trademarks including without limitation common law rights, trade dress rights and rights under the laws of unfair competition and dilution (collectively referred to as "Trademark Related Rights");

c. any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Trademark Related Rights occurring prior to or after the Effective Date, including the right to receive all proceeds and damages therefrom; and

d. any and all rights in and to obtain registrations, renewals or registration or other legal protections pertaining to the Trademarks and Trademark Related Rights.

3. Patents and Trade Secrets. Effective immediately, the Assignor does hereby sell, assign and transfer unto Assignee:

a. any patentable subject matter contained in its intellectual property, know-how, trade secrets and any other aspect of the Assignor's business existing as of the date hereof (the "Business").

b. any trade secrets or other matter that is not patentable in its intellectual property, know-how, trade secrets and any other aspect of Assignor's Business and all rights thereunder, including the right to sue for past or future misappropriation thereof.

4. Further Acts. Assignor agrees to execute all papers and to perform such other proper acts as Assignee may reasonably deem necessary to secure to Assignee or to its designee the copyright, trademark, patent, trade secret and other intellectual property rights herein assigned.

5. Miscellaneous.

a. Headings. The headings in this Assignment are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

b. Governing Law. This Assignment and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, without regard to Ohio's conflict of laws principles.

c. Assignability. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, and assigns.

d. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement.

Intellectual Property Assignment\_Construction Software\_Buildpoint (4).DOC

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first written above.

BUILDPOINT CORPORATION

By: 

Title: President & CEO

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