

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	02/09/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Razim Technology, Inc.		02/09/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Novafora, Inc.
Street Address:	404 Saratoga Av.
Internal Address:	Suite 200
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95050
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76045559	JVX

CORRESPONDENCE DATA

Fax Number: (408)730-4625
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 408-828-4304
 Email: arikp@comcast.net
 Correspondent Name: Arik Paran
 Address Line 1: 866 Helena Dr.
 Address Line 4: Sunnyvale, CALIFORNIA 94087

NAME OF SUBMITTER:	Arik Paran
Signature:	/Arik Paran/
Date:	02/09/2007

OP \$40.00 76045559

Total Attachments: 18

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INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This Intellectual Property Purchase Agreement (hereinafter referred to as the "Intellectual Property Agreement"), entered into this February __, 2007 ("Effective Date"), between **Razim Technology Inc.**, a California corporation ("Seller"), and **Novafora, Inc.**, a Delaware corporation ("Buyer").

WITNESSETH: THAT

WHEREAS, Seller in the sole owner of any and all rights in the Intellectual Property as defined below;

WHEREAS Seller is interested in selling and Buyer is interested in purchasing the Intellectual Property as defined below;

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. DEFINITIONS

As used herein, the following terms have the following meanings:

1.1 "**Closing Date**" and "**Closing**" shall have the respective meanings as defined in Section 8.1 hereof.

1.2 "**Know-How**" shall mean all developments, discoveries, techniques, inventions, improvements, concepts, methods, technology, source code, software, ideas, concepts, processes, know-how, techniques, technical and commercial information, databases, computer programs, models, designs, trade secrets, proprietary information, data and documents of whatever kind, including drawings, specifications, photographs, samples, models, processes, procedures, reports and correspondence, including works of authorship embodying the foregoing, as well as information incorporated in formal or informal databases, correspondence, email, proprietary methods and processes of conducting business as well as know-how and show-how, customer lists, marketing plans, business plans, strategies, workflows and other information of value, all relating to the Technology and/or the Patents, as defined hereafter, whether registered or not, in all form or manner and all tangible manifestations of the Know How including, without limitation, documentation, notes, records, files and tangible items of any sort related therewith, that was made, developed, discovered, invented, conceived or created, either solely or jointly with others.

1.3 "**Patents**" shall mean US patent #6,606,743 titled "Real time program language accelerator" which describes a system accelerating interpreted and compiled languages which use a Stack Architecture (included, but not limited to, Java, .NET, Forth, etc.) and all patents, utility model applications and pending applications relating to the Technology, including any and all divisionals, continuations, reexaminations, renewals, extensions, provisionals, continuations, continuations in-part, divisions, re-issues, and foreign counterparts to any of the foregoing

including without limitation utility models and including all those patents detailed in Schedule 1.3.

1.4 "**Technology**" shall mean:

The Patents and the JVX® implementation

. The system includes hardware acceleration for all major stack related operations needed to support a Stack Architecture Instruction Set, plus hardware acceleration and support for generic stack operation, including:

- Hardware management of stack context, including Stack Pointer (SP), Bottom of Stack Pointer (BOSP). This includes automatic updates and management of the above pointers across all operations.
- A unique interface allowing the accelerator to be interfaced to any processor (either as a memory mapped device or a co-processor. The interface includes a unique command protocol that reduces the traffic between the accelerator and main processor and allowing single cycle execution of most accelerator operations.
- Stack Overflow and Underflow detection and prevention. This includes automatic detection of potential Stack Overflow or Stack Underflow conditions, based on programmable limits, and automatic offloading and moving data between the local Hardware Stack to a separate attached memory device via a dedicated DMA device. This is done in parallel to all other operations of the accelerator without any user intervention and without deprecating its performance. This feature allow the user to have a Hardware Stack with a size limited only by the size of the attached memory, which can be much larger than the Hardware Stack on the accelerator itself.
- Hardware support for accessing local variables allocated on the stack, regardless if they reside on the active Hardware Stack, or whether they were offloaded and reside on the attached memory device. This is done automatically by the hardware based on the variable absolute memory address, and in case that the variable does not reside on the local Hardware Stack, a dedicated DMA device is used to fetch it and load it into the stack.
- Hardware support for Task/Thread switching. Using a dedicated DMA device, the user can instruct the accelerator to save the current task/thread context (the active Stack area), into memory, while loading the next task/thread context from memory back to the Hardware Stack. This accelerates task/thread context switching dramatically.

1.5 "**Trademarks**" shall mean registered trademarks and trademark pending applications relating to the Technology, including those listed in Schedule 1.5 and including any and all renewals and foreign equivalents thereof.

1.6 "**IPR**" shall mean the Technology, Know-How, Patents and Trademarks.

1.7 "**Lien**" means all mortgages, liens, pledges, charges, security interests, third party rights or other claims or encumbrances of any kind whatsoever.

2. INTELLECTUAL PROPERTY ASSIGNMENT

2.1 Seller hereby irrevocably assigns, conveys and delivers to Buyer, its successors, assigns and legal representatives, all right, title and interest in and to the IPR, and all rights and privileges relating thereto, including all moral rights, and all right relating to the past present and future, free and clear of any and all Liens. At Closing Seller shall deliver or cause to be delivered to Buyer duly signed deeds of assignments of all IPR and duly signed consents to the assignments of the other parties to such contracts as and if required to perform and/or record transfer.

2.2 Seller shall bear all administrative, governmental and other costs related to the assignment of the IPR pursuant to Section 2.1 above. Seller shall execute all documents and perform all which is required for the assignment of the IPR under this Intellectual Property Agreement.

2.3 For avoidance of doubt and without derogating from the above, Seller shall have the right to sell, transfer, assign, modify or abandon any IPR, including any Patents and Trademarks subsequent to the Closing at its sole discretion.

2.4 Buyer shall not assume any commercial and/or any contractual obligations of Seller and/or its shareholders and/or any party acting on its behalf, including royalties payable, in connection with the IPR. For the avoidance of doubt, Seller shall remain exclusively liable for any obligations of Seller, and Buyer shall have no liability therefore.

3. INTELLECTUAL PROPERTY CLAIMS

3.1 From and after the Closing Date, Seller shall hold harmless and indemnify Buyer from and against, and shall compensate and reimburse Buyer for, any damages (including reasonable attorneys' fees) suffered by Buyer and which arise from or as a result of or are connected with any litigation or procedures related to the IPR, provided that Buyer notifies Seller in writing of any such claim.

4. SELLER'S REPRESENTATIONS

Seller hereby represents and warrants to Buyer that the following representations and warranties are true and accurate in all respects, as of the date hereof and as of the Closing Date, and acknowledge that Buyer is entering into this Agreement in reliance thereon:

4.1 Intellectual Property

4.1.1. Seller has the sole, exclusive (subject to section 4.1.1(i)), unrestricted and legally enforceable right to use, free and clear of all Liens, restrictions or licenses in favor of third parties, the IPR. Seller has not (i) licensed any of the IPR, including in source code form to any party, other than the non exclusive license to the JVX technology to inSilicon Inc. (Now Synopsys, Inc.) attached hereto as Schedule 4.1.1; (ii) is obliged under any exclusive agreements relating to IPR with any party; or (iii) entered into any agreement obligating Seller to make any payments by way of royalties, fees or otherwise to any owner or licensee of, or other claimant to the Seller IPR.

4.1.2. Seller has performed all obligations required to be performed by it and is entitled to

all benefits under, and is not in default under or in breach of nor in receipt of any claim of default or breach under any contract relating to the IPR; no event has occurred which with the passage of time or the giving of notice or both would result in a default, breach or event of noncompliance under any contract relating to the IPR to which Seller is a party; Seller has no knowledge of any breach or anticipated breach by the other parties to any contract relating to the IPR which it is a party. True, correct and complete list of all the contracts relating to the IPR are listed in Schedule 4.1.2 and have been delivered to Buyer.

4.1.3. Schedules 1.3, the Technology and Schedule 1.5, sets forth a true and correct list of all Seller Technology, Patent and Trademarks including with regards to Patents and Trademarks the jurisdictions in which each has been issued or registered or in which any application for such issuance and registration has been filed, the respective registration or application numbers and the names of all registered owners and inventors.

4.1.4. There is no unauthorized use, disclosure, infringement or misappropriation of any of the IPR, by any third party, including any employee or former employee of Seller and none of the IPR, has been adjudged invalid or unenforceable in whole or in part.

4.1.5. Seller is not and will not be as a result of the execution and delivery of this Agreement or the performance of Seller's obligations under this Agreement, in breach of any license, sublicense or other agreement relating to the IPR.

4.1.6. All of the IPR is valid, subsisting, unexpired, has not been abandoned and has been properly and validly filed, submitted to or maintained with the applicable government agency if such filing, submission or maintenance is necessary in order to perfect such IPR. In addition (i) the IPR is not in any violation or infringement of patents, trademarks, service marks, copyrights or violation of any trade secret or other proprietary right of any third party and the Buyer has no knowledge of such claim; (ii) the IPR has not brought any action, suit or proceeding for infringement and the Seller has not been served notice of any suit, action or proceeding which involves a claim of infringement by any IPR or breach of any license or agreement involving any IPR against any third party.

4.1.7. Seller has secured valid written assignments of all rights from all, current and former, independent contractors (including but not limited to consultants), employees, officers and directors of Seller who contributed to the creation or development of IPR.

4.1.8. All the officers and employees of Seller who were authorized by Seller with access to the IPR have signed agreements which include provisions relating to non-disclosure, non-competition and assignment of proprietary rights. All of Seller's suppliers who supplied services, components or products which are material to the IPR are bound by non-disclosure agreements or undertakings regarding the IPR. All use, disclosure or appropriation of confidential information owned by Seller by or to a third party which relates to the IPR has been pursuant to the terms of a written agreement between Seller and such third party. All use, disclosure or appropriation of confidential information which substantially relates to IPR not owned by Seller has been pursuant to the terms of a written agreement between Seller and the owner of such confidential information, or is otherwise lawful.

4.1.9. As of the date of signing, there are no actions that must be taken by Seller within ninety (90) days following the date of this Agreement that, if not taken, will result in the loss or damage to any IPR, including the payment of any registration, maintenance or renewal fees or the filing of any responses, documents, applications or certificates for the purposes of obtaining, maintaining, perfecting or preserving or renewing any IPR, except for payment of currently due patent fees and those patent fees to become due within 90 days from the Effective Date, including those detailed in Schedule 4.1.9.

4.1.10. All of the rights and interests possessed by Seller in the IPR are fully and completely transferable and assignable to Buyer, free and clear of any Liens or restrictions, in connection with the transactions contemplated hereby, without the consent or approval of any governmental entity, university, college, other educational institution or research center, incubator or other third party.

4.1.11. Seller's IPR was neither developed or acquired, in whole or in part, with money or guarantees or loans provided by any governmental funding, facilities of a university, college, other educational institution or research center or funding from third parties, including without limitation from the Israel Office Of the Chief Scientist or under an approved investment program pursuant to the Law of Encouragement of Capital Investment, 1959 nor is part of such program.

4.1.12. No technology that is open source, public source or freeware, or any modification or derivative thereof, including any version of any software licensed pursuant to any GNU general public license or limited general public license or other type of open source license used in, incorporated into, integrated, bundled, and/or was used in the development or compilation of the IPR.

4.1.13 Following the Effective Date, Seller will make no further use in any form or manner of the IPR, whether directly or indirectly, and any rights relating thereto and will ensure that any documents regarding such IPR will immediately be transferred to Buyer.

4.2. Organization, Qualification and Corporate Power. Seller is a company duly organized and validly existing under the laws of the State of California. Seller has the corporate power and authority to own and hold its properties and to carry on its business as now conducted, to execute, deliver and perform this Agreement.

4.3. Authority; No Violation; Due Execution; Etc. The execution and delivery by Seller of this Agreement and the performance by Seller of its obligations hereunder have been (or, as of the Closing Date, will be) duly authorized by all requisite corporate action and will not conflict with, or result in any violation of, or default under (with due notice or lapse of time or both), or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any benefit (any such event, a "Seller Conflict") under (i) any provision of applicable law, (ii) any order of any court or other agency of government by which Seller or any of its properties or assets is or are bound, (iii) the Memorandum of Association and Articles of Association of Seller, each as amended, or (iv) any provision of any indenture, mortgage, lease, contract or other material agreement or instrument, permit, concession, franchise or license to which Seller is a party or by

which any of its material properties or assets is or are bound, or result in the creation or imposition of any material Lien upon any assets (tangible or intangible) of Seller, in each such event which is reasonably likely to prevent, impede, delay, avoid, condition, enjoin, prohibit or otherwise interfere with, in a material way, the full, valid and complete performance of Seller's obligations under this Agreement.

4.4. Consents. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other local or foreign governmental authority, instrumentality, agency or commission ("Governmental Entity") or any third party (so as not to trigger any Seller Conflict) is required by or with respect to Seller in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby by Seller, except such consents, waivers, approvals, orders, authorizations, registrations, declarations and filings which have been obtained or will have been obtained prior to the Closing.

4.5. Conduct of the Business of the Seller Prior to the Closing. Except (i) with the prior consent in writing of Buyer, or (ii) as may be required to effect the transactions contemplated by this Agreement, Seller shall conduct, between the date of this Agreement and the Closing Date, its business in the ordinary course, and shall (a) preserve the organization of Seller intact; (b) not make any transaction or enter any obligation with respect to the IPR or any of them; (c) not enter into any contract, commitment, arrangement or transaction which may affect any of the IPR or any of the Seller's rights with respect thereto; (d) not make or permit any change in the Memorandum and Articles of Association of Seller, or in the Seller's authorized, issued or outstanding securities; (e) promptly advise Buyer in writing of any matters arising or discovered after the date of this Agreement which, if existing or known at the date hereof, would be required to be set forth or described in this Agreement or the Schedules.

4.6. Litigation. There is no suit, action, proceeding, claim or investigation pending, threatened against or affecting Seller and there exists no basis or grounds for any such suit, action, proceeding, claim or investigation.

4.7. Schedules. All Schedules attached hereto are true, correct and complete as of the date of this Agreement and will be true, correct and complete as of the Closing. Matters disclosed on each Schedule shall be deemed disclosed only for purposes of the matters to be disclosed on such Schedule and shall not be deemed to be disclosed for any other purpose unless expressly provided therein.

4.8. Disclosure and Absence of Undisclosed Liabilities. This Agreement and the Schedules hereto disclose all facts material to the IPR, and the proposed purchase thereof by Buyer. No statement contained herein or in any certificate, schedule, list, exhibit or other instrument furnished to Buyer pursuant to the provisions hereof contains or will contain any untrue statement of any material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5. BUYER'S REPRESENTATIONS

Buyer hereby represents and warrants to Seller that the following representations and warranties are true and accurate in all respects, as of the date hereof and as of the Closing Date, and acknowledge that Seller is entering into this Agreement in reliance thereon:

5.1. Organization, Qualification and Corporate Power. Buyer is duly incorporated and validly existing under the laws of the State of Delaware. Buyer has the corporate power and authority to execute, deliver and perform this Agreement.

5.2. Authority; No Violation; Due Execution; Etc. The execution and delivery by Buyer of this Agreement and the agreements attached as exhibits hereto and the performance by Buyer of its obligations hereunder have been (or, as of the Closing Date, will be) duly authorized by all requisite corporate action.

6. CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

All of the obligations of Buyer to consummate the transaction contemplated by this Agreement shall be contingent upon and subject to the satisfaction, on or before the Closing Date, of each and every one of the following conditions, all or any of which may be waived, in whole or in part, by Buyer for purposes of consummating such transactions, but without prejudice (except as provided in the next sentence) to any other right or remedy which Buyer may have hereunder as a result of any misrepresentation by, or breach of any covenant or warranty of Seller contained in this Agreement or any other certificate or instrument furnished by Seller.

6.1 Representations True at Closing. The representations and warranties made by Seller in this Agreement, the Schedules hereto or any document or instrument delivered to Buyer or its representatives hereunder shall be materially true and correct on the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such time.

6.2 Covenants of Seller. Seller shall have duly performed all of the covenants, acts and undertakings to be performed on or prior to the Closing Date, and Seller shall deliver to Buyer a certificate dated as of the Closing Date certifying to the fulfillment of this condition and the condition set forth in Section 6.1 hereof, in the form attached hereto as Schedule 6.2.

6.3 No Injunction, Etc. No action, proceeding, investigation, regulation or legislation shall have been instituted, threatened or proposed before any court, governmental agency or legislative body to enjoin, restrain, prohibit or obtain substantial damages in respect of, or which is related to, or arises out of, this agreement or the consummation of the transactions contemplated hereby, or which is related to or arises out of the business of Seller, if such action, proceeding, investigation, regulation or legislation, in the reasonable judgment of Buyer would make it inadvisable to consummate such transactions.

6.4 Assignment of the IPR. Seller shall have duly signed and delivered to the Buyer documents of assignment assigning the IPR to Buyer as well as general assignment in the form attached hereto as Schedule 6.4.

7. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

7.1 Escrow. Placement of a sum of U.S.\$20,000 (the "**Consideration**") into escrow by Buyer to Adv. Nitzan Hirsch-Falk at the offices of Gross, Kleinhendler, Hodak, Halevy, Greenberg & Co. ("Escrow").

7.2 Obligation of Seller. All of the obligations of Seller to consummate the transactions contemplated by this Agreement shall be contingent upon and subject to the satisfaction, on or before the Closing Date, of each and every one of the following conditions all or any of which may be waived, in whole or in part, by Seller for purposes of consummating such transactions, but without prejudice (except as provided in the next sentence) to any other right or remedy which they may have hereunder as a result of any misrepresentation by, or breach of any covenant or warranty of Buyer contained in this Agreement, or any certificate or instrument furnished by it hereunder

7.2 Representations True at Closing. The representations and warranties made by Buyer in this Agreement or any document or instrument delivered to Seller, shall be materially true and correct on the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date, except for changes contemplated by this Agreement

7.3 Covenants of BUYER. BUYER shall have duly performed all of the covenants, acts and undertakings to be performed by it on or prior to the Closing Date.

8. CLOSING

8.1 Time and Place of Closing. Subject to the satisfaction of the conditions set forth in Article 6 and 7 hereof, the Closing shall take place at the offices of Gross, Kleinhendler, Hodak, Halevy, Greenberg & Co., 1 Azrieli Center Circular Tower, Tel Aviv, Israel within 14 days after the date of signing of this agreement or at such other time and place as the parties hereto shall mutually agree upon in writing.

8.2 Transactions at Closing. At the Closing, each of the following transactions shall occur:

8.2.1 At the Closing, Seller shall deliver to Buyer the following:

- (a) the certificates of Seller described in Section 6.2;
- (b) officially executed documents of assignment of all of the IPR duly signed by the relevant official patent offices as well as general assignment schedule, as set forth in Section 6.4;
- (c) copies of resolutions of the Board of Directors, and the Shareholders of Seller;
- (d) officially executed approvals required to be given by third parties for the completion of the transaction and the IPR assignment, including with regards to the

transfer the IPR contracts detailed in Appendix 4.1.2, officially executed approval of Synopsys, Inc.

8.2.2 At the Closing, and subject to full satisfaction of the conditions set forth in Article 6 and 7 hereof, Escrow shall release to Seller the Consideration held by him.

8.2.3 Seller is not required to be present at the Closing; Seller may deliver documents to Buyer at Buyer's California address, and receive the Consideration at its notice address listed below, no later than the close of business on the Closing Date.

8.2.4 Should the Closing not take place within 60 days of the Effective Date, the agreement shall automatically be terminated and the Consideration set in Escrow will immediately be released and given back to the Purchaser.

9. GOVERNING LAW, DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflict of law. The parties hereto agree to submit to the jurisdiction of the United States federal and state courts of the State of California located in Santa Clara County with respect to the breach or interpretation of this Agreement or the enforcement of any and all rights, duties, liabilities, obligations, powers, and other relations between the parties arising under this Agreement.

10. MISCELLANEOUS

10.1 All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been duly given if properly addressed, and delivered by hand or fax, confirmed by registered mail, with postage pre-paid, to the addresses set forth below (or to such other addresses as may be given by written notice):

If to Buyer to: 404 Saratoga Avenue, Suite 200
 Santa Clara, California 95050
 USA
 Fax: _____
 Attention: Shlomo Rakib

With a copy to: One Azrieli Center
 Tel Aviv, 67021
 Israel
 Fax: 03-91-4177
 Attention: Adv. Nitzan Hirsch-Falk

If to Seller, to: Razim Technology, Inc.
 133 Race St.
 San Jose, CA 95126
 Fax: 408 279 5345

Attention: Arik Paran

With a copy to: Richard Seim
133 Race St.
San Jose, CA 95126
Fax: 408 279 5345

10.2 The headings of this Intellectual Property Agreement are included for convenience only, and the articles or sections shall not be construed in accordance with their headings.

10.3 The parties hereto agree that the invalidity or unenforceability of any of the provisions hereof shall not in any way affect the validity or enforceability of any other provisions of this Intellectual Property Agreement except those from which the invalidated or unenforceable provisions comprise an integral part or are otherwise clearly inseparable.

10.4 No licenses, express or implied, under this Intellectual Property Agreement are granted by or between Buyer and Seller.

10.5 Nothing contained in this Intellectual Property Agreement shall be deemed or construed to constitute or create among the parties hereto a partnership, association, joint venture franchise or other agency.

10.6 This Intellectual Property Agreement is the entire agreement by and among the parties with respect to this subject matter, and supersedes all prior discussions, negotiations, communications and agreements with respect thereto. This Intellectual Property Agreement may be modified only in writing signed by all parties hereto. Any purported oral modification of this Intellectual Property Agreement shall be without any effect whatsoever.

10.7 The failure of any party to enforce at any time any of the provisions of this Intellectual Property Agreement shall not be deemed to be a waiver of the right of such party thereafter to enforce such provision.

10.8 Seller shall execute and cause to be delivered to Buyer such instruments and other documents, and shall take such other actions, as Buyer may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated in this Intellectual Property Agreement.

10.9 Survival of Representations and Warranties of Seller. All representations, warranties, agreements, covenants and obligations made or undertaken by Seller in this Agreement or in any document or instrument executed and delivered pursuant hereto are material, have been relied upon by Buyer, shall survive the Closing hereunder and shall not merge in the performance of any obligation by any party hereto.

10.10 Assignment. The rights, duties and liabilities of the parties under this Agreement will bind and inure to the benefit of their successors, respectively. Seller may not assign, transfer or delegate its rights and obligations under this Agreement, either in whole or in part, without the

prior written consent of Buyer, and any such attempted assignment or delegation shall be void and without effect. This Agreement shall survive and remain in full force and effect upon any change of control event of any of the parties, including without limitation, if either party is merged, consolidated or sells all or substantially all of its assets.

10.11 Limitation on claims. Buyer acknowledges that it is entering into this Agreement in reliance on its own knowledge and investigation, and not only on representations made in this document, in this Agreement and otherwise, made or not made by Seller. No claims for breach of this agreement or which is related to the purchase and sale of the Patent shall be enforceable unless legal action on the claim is commenced in court no later than one year after the Closing. The liability of Seller, its employees, officers, agents, and attorneys for damages, attorney fees, court costs, penalties and interest is limited to the amount of the Consideration. For purposes of interpretation, Buyer is deemed to have drafted this agreement.

11. CONFIDENTIALITY

11.1 Seller agrees that all Confidential Information of Buyer it possessed prior to or obtained in the context of this Agreement is the confidential proprietary property of Buyer. Except as expressly and unambiguously allowed herein, Seller will hold in confidence and not use or disclose any Confidential Information of Buyer for any purpose and shall similarly bind its employees in writing with terms at least as strict as the terms herein with regards to such undertaking.

11.2 For purposes hereof, Confidential Information means any information which is of proprietary nature including informative technical material, software and business matters of Buyer and/ or relating to Buyer furnished or obtained by Seller that is marked as, or is of confidential nature.

11.3 The parties agree that the terms and conditions of this Intellectual Property Agreement are confidential.

In Witness Whereof, the undersigned have executed this Intellectual Property Agreement as of the date first above written.

NovaFora, Inc

Razim Technology, Inc

By:
Date: _____

By:
Date: _____

Schedule 1.3

Patents

1. US Patent Number 6606743, titled "Real Time Program Language Accelerator".

Schedule 1.5
Trademarks

1. US Trademark number 76045559 for the word mark "JVX", in class 9.

Schedule 4.1.1

JVX Agreement (including addendum and amendment)

TRADEMARK

REEL: 003479 FRAME: 0136

Schedule 4.1.2
IPR Contracts

1. Technology License between inSilison Corporation and Razim Technology, Inc. For Licensing of JVX Technology dated Decemember 23, 1999 (the "Technology License").
2. Addendum To Modify Technology License dated May 24, 2000.
3. Amendment to Technology License dated December 23, 1999.

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Schedule 4.1.9
Patent Payments

Schedule 6.2
Compliance Certificate.

COMPLIANCE CERTIFICATE

_____, 2007

Razim Technology, Inc. ("Seller") hereby represents and warrants as follows:

1. All representations and warranties made by Seller contained in Sections 4 and 6 of the Intellectual Property Agreement dated _____, 2007 by and among Seller and Buyer as set forth in such agreement (the "Agreement"), the Schedules to the Agreement or any document or instrument delivered to Buyer or its representatives under the Agreement are all materially true and correct as of this date, with the same force and effect as if are made as of this date.
2. Seller has performed all the covenants, acts and undertakings to be performed on or prior to the Closing Date.

Schedule 6.4
Assignment of Seller IPR.

ASSIGNMENT

WHEREAS, Razim Technology, Inc., a California company with offices at 133 Race St. San Jose, CA 95126 USA, the above hereinafter referred to as ("Assignor"), holds certain rights in the IPR as detailed in the Agreement (the "Intellectual Property");

AND WHEREAS, Novafora, Inc., a Delaware company with offices at 404 Saratoga Avenue, Suite 200, Santa Clara, California 95050 USA, hereinafter referred to as ("Assignee"), is desirous of acquiring all right, title and interest in and to said Intellectual Property.

NOW, THEREFORE, for the consideration set forth in the Agreement made by and among the Assignor and the Assignee, dated _____, and other good and valuable consideration, the receipt for which is hereby acknowledged, said Assignor hereby sells, assigns, transfers and sets over, unto said Assignee, its successors, legal representatives and assigns, the full and exclusive rights to Assignors' interest in the IPR, including all trademarks, moral rights, and all and any patent applications based thereon deriving therefrom, in all countries, and all rights to file and sign patent applications based thereon under the Paris convention or any other rule or regulation in all countries and any other relevant documents, and any or all trademark applications or documents, and the undersigned for its and its legal representatives, successors and assigns does hereby agree and covenants without further remuneration, to execute and deliver all divisional or other applications for the IPR and all assignments thereof to said Assignee or its assigns, to communicate to said Assignee or its representatives all facts known to the undersigned respecting the IPR, whenever requested, to testify in any legal proceedings in which any of said applications, trademarks or patents may become involved, to sign all required papers take all rightful oaths, and to do generally everything necessary to assist said Assignee, its successors, assigns and nominees to obtain protection for the IPR, including patent and trademarks. in all countries, the expenses incident to said applications to be borne and aid by said Assignee.

IN TESTIMONY WHEREOF, said Assignor, has executed this document on the date indicated below.

Date: _____

Razim Technology, Inc.

By: _____

Name/Title: _____

Date: _____

Novafora, Inc.,

By: _____

Name/Title: _____

Date: _____