

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mindsolve Technologies, Inc.		11/13/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	SumTotal Systems, Inc.		
Street Address:	1808 North Shoreline Boulevard		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	99043		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1899608	DATABOND	
CORRESPONDENCE DATA			
Fax Number:	(202)772-5858		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-772-5800		
Email:	trademarks@blankrome.com		
Correspondent Name:	Susan B. Flohr		
Address Line 1:	600 New Hampshire Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	000700.00000		
NAME OF SUBMITTER:	Susan B. Flohr		
Signature:	/sbf/		
Date:	02/22/2007		

CH \$40.00 1899608

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**Agreement**") is made and entered into as of November 13, 2006 ("**Effective Date**") by and between Mindsolve Technologies, Inc. (dba MindSolve Technologies, Inc.), a Florida Subchapter S corporation, and SumTotal Systems, Inc., a Delaware corporation.

WHEREAS, the Company (as defined below) desires to acquire, and Assignor (as defined below) desires to assign and transfer to the Company its proprietary and contractual rights, title, and interest in and to the **IP Assets** (as defined below) on the terms and conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises set forth in the Agreement and Plan of Merger and Reorganization by and among SumTotal Systems, Inc., Seal Acquisition Corporation, Mindsolve Technologies, Inc. (dba MindSolve Technologies, Inc.) Daniel Boccabella, Jr., Jeffrey Lyons and Charles Steadham, Jr. dated November 13, 2006 (the "**Merger Agreement**") and the mutual promises contained herein, the parties hereby agree as follows:

1. **Definitions.** As used herein, the following terms will have the meanings set forth below:

1.1 "**Assignor(s)**" means Mindsolve Technologies, Inc. (dba MindSolve Technologies, Inc.) and its affiliates, successors and assigns.

1.2 "**Company**" means SumTotal Systems, Inc. and its affiliates, successors and assigns.

1.3 "**Derivative**" means: (i) any derivative work (as defined in Section 101 of the U.S. Copyright Act) of any IP Asset; (ii) all improvements, modifications, alterations, adaptations, enhancements and new versions of any IP Asset, and any applications, registrations, issuances or counterparts thereof; and (iii) all technology, inventions, products or other items that, directly or indirectly, incorporate, or are derived from, any part of the IP Assets.

1.4 "**Intellectual Property Right(s)**" means any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States and foreign patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries including without limitation invention disclosures; (ii) all trade secrets and other rights in know-how and confidential or proprietary information; (iii) all copyrights, copyrights registrations and applications therefor and all other rights corresponding thereto throughout the world; (iv) all industrial designs and any registrations and applications therefor throughout the world; (v) mask works, mask work registrations and applications therefor, and all other rights corresponding thereto throughout the world; (vi) all rights in World Wide Web addresses and domain names and applications and registrations therefor, all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world; (vii) all trade secrets and any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world; and (viii) all rights and causes of action (whether currently pending, filed, or otherwise) and other enforcement rights for infringement, violation and/or misappropriation with respect to any of the foregoing, including without limitation, to collect past, present and/or future damages, obtain injunctive relief and any other remedies available under applicable law.

1.5 "**IP Assets**" means all Intellectual Property Rights owned or held in the name of Assignor including without limitation, U.S. Patent 5,926,794, the trademark DATABOND (and U.S. Trademark Registration No. 1899608) and such other assets listed on Schedule A attached hereto, including all Derivatives thereof, and all Intellectual Property Rights in any of the foregoing.

2. **Assignment and Delivery.** Assignor hereby irrevocably assigns, transfers, and conveys to the Company, its successors and assigns, Assignor's entire right, title and interest in and to each and all of the IP Assets. Within three (3) days of the Effective Date, Assignor shall deliver to Company all remaining IP Assets in its possession, not previously delivered to the Company.

3. **Assignor Representations and Warranties.** Assignor represents and warrants to the Company that: (i) Assignor exclusively owns the IP Assets, and has all rights necessary to effect the assignment granted in Section 2, above; (ii) Assignor owns all right, title, and interest to the IP Assets, including, without limitation, all right, title, and interest to sue for infringement, violation or misappropriation of the IP Assets; (iii) Assignor has obtained and properly recorded previously executed assignments for the IP Assets as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction; (iv) each IP Asset is free of any liens, claims, mortgages encumbrances, security interest, encumbrances or restrictions on transfer; (v) there are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the IP Assets; (vi) none of the IP Assets infringe any Intellectual Property Right of any third party; (vii) there are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to any of the IP Assets; and (viii) Schedule A is a true and complete description of all Intellectual Property Rights owned or held in the name of Assignor with respect to visual performance and rating systems and methods, including graphical user interfaces supporting multiple rater/ratee input or 360 degree performance appraisals and their related methods of use.

4. **Further Assurances; Appointment of Attorney-in-Fact.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Assignor further agrees, promptly upon request of the Company, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for copyright, patent or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Company, its successors and assigns, all right, title and interest in and to each of the IP Assets, and to cooperate and assist in the prosecution of any proceedings before administrative agencies and courts involving the IP Assets and any adjudication of the same, including any enforcement proceedings and litigation involving the IP Assets. Assignor hereby designates and appoints the Company and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on behalf of Assignor and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts necessary to perfect the Company's rights in the IP Assets with the same legal force and effect as if executed by Assignor.

5. **Release.** The Assignors on behalf of themselves, their descendants, ancestors, dependents, heirs, executors, and administrators, and on behalf of all of their past and present agents, employees, officers, directors, share-holders, successors, assigns, transferees, and all subsidiary, parent, and affiliated companies, and all of their insurers and sureties, jointly and severally, hereby irrevocably and fully and forever release and discharge the Company, its descendants, ancestors, dependents, heirs, executors, and administrators, and on behalf of all of its past and present agents, employees, officers, directors, share-holders, successors, assigns, transferees, and all subsidiary, parent, and affiliated companies, and all of their insurers and sureties from any and all debts, claims, duties, demands, contracts, damages, liabilities, costs or expenses, actions, complaints and any and all other claims and obligations whatsoever, whether known or unknown, disclosed or undisclosed, both at law and in equity, which Assignor may now have, or may ever have in the future against the Company relating to, arising from, or with respect to, the IP Assets, including without limitation, the Company's past usage and/or infringement of the IP Assets, including, without limitation, U.S. Patent 5,926,794 and the trademark DATABOND (and U.S. Trademark Registration No. 1899608). The Assignors hereby represent that they are not aware of any claim by them other than the claims that are released by this Agreement. The parties acknowledge that they have been advised by legal counsel and are familiar with the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Assignors, being aware of said code section, hereby expressly waive any rights they may have thereunder, as well as under any other statute or common law principals of similar effect. In addition to the rights granted to Company in Section 5 herein, the Assignors hereby grant to Company (effective as the date that such Intellectual Property Rights may have come into existence), a worldwide, royalty free, fully paid-up, irrevocable and perpetual license to use, make, have made, import, copy, modify, distribute, sublicense, make derivative works, display and otherwise exploit the IP Assets, without restriction.

6. **Consideration.** The consideration of this Agreement is the mutual promises set forth in this Agreement and the Merger Agreement. A material inducement to the Company entering into the Merger Agreement was Assignor entering into this Agreement.

7. **General.**

7.1 **Entire Agreement.** This Agreement, including all Exhibits attached hereto and hereby incorporated by reference, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, either written or oral. The headings contained herein are for the convenience of reference only, and are not intended to define, limit, expand or describe the scope or intent of any clause or provision of this Agreement.

7.2 **Governing Law; Jurisdiction.** This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law provisions. Both parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in the Northern District of California.

7.3 **No Third Party Beneficiaries.** Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than the parties hereto (and their authorized assignees) any rights, remedies or other benefits under or by reason of this Agreement.

7.4 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and if no feasible interpretation will save such provision, it shall be severed from this Agreement, and the remaining provisions remain in full force and effect.

7.5 **Waiver.** The failure of either party to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of either party to enforce such provision thereafter. The express waiver by either party of any provision of this Agreement shall not constitute a waiver of the other party's future obligation to comply with such provision.

7.6 **Confidentiality.** Assignor hereby acknowledges and agrees that the IP Assets constitute the confidential information of Company and that Assignor shall not use or disclose such confidential information without the prior written permission of Company. Notwithstanding, Assignor shall have no obligations under this Section 7.6 with respect to IP Assets which Assignor can establish: (i) were publicly known and made generally available in the public domain prior to the Effective Date of this Agreement; or (ii) become publicly known and made generally available after the Effective Date of this Agreement through no action or inaction of Assignor.

IN WITNESS WHEREOF, the parties represent that they have read this Agreement in its entirety, have had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understand this Agreement.

Mindsolve Technologies, Inc.

By: [Signature]
Name: CHARLES V. STEACHAN, JR.
Title: PRESIDENT

Address: MIND-SOLVE TECHNOLOGIES, INC.
POST OFFICE BOX 1587
GAINESVILLE, FLORIDA 32602

SumTotal Systems, Inc.

By: [Signature]
Name: ETIENNE ROTHUSE
Title: SVP, General Counsel & Secretary

Address: SumTotal Systems, Inc.
1808 N. Shoreline Blvd
MT View CA 94043

(Assignor Signature must be notarized)

STATE OF Florida)
COUNTY OF Alachua)

On Nov. 3, 2006, before me, JOHANNA D. RANSON, Notary Public in and for said State, personally appeared Charles V. Steachan, Jr. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

SCHEDULE A

IP ASSETS

(1) All right, title and interest that exist today and may exist in the future in and to all of the following (the "**Patent Rights**"): (a) the provisional patent applications, patent applications and patents listed below, (b) all patents or patent applications to which any of the foregoing claim priority, and (c) current or future rights to (i) provisional patent applications, patent applications, and patents of any kind relating to any inventions and discoveries described in any provisional patent applications, patent applications and patents listed below; (ii) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; and (iii) foreign counterparts to any of the foregoing, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants; (d) the rights to all inventions and discoveries described in any provisional patent application, patent application or patent listed below and all other rights arising out of such inventions and discoveries; (e) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections or other governmental grants of any type related to the any of the foregoing categories (a), (b), (c) and (d), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding; (f) causes of action (whether currently pending, filed, or otherwise) and other enforcement rights, including, without limitation, all rights under the provisional patent applications, patent applications and patents listed below and/or under or on account of any of the foregoing categories (b), (c) and/or (d) to (i) damages, (ii) injunctive relief and (iii) other remedies of any kind for past, current and future infringement; and (g) all rights to collect royalties and other payments under or on account of any of the foregoing.

Patent or Application No.	Country	Filing Date	Title and Inventor(s)
U.S. Patent No. 5,926,794, known as the Drag and Drop Patent	U.S.	filed on March 6, 1996, and issued on July 20, 1999	"Visual rating system and method" -- Fethe; Harold E. (Half Moon Bay, CA)

(2) The trademark DATABOND and U.S. Trademark Registration No. 1899608, dated June 13, 1995 therefor, and any and all associated trademark or service mark rights, and goodwill therefor.