

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pindar Systems, Inc.		03/12/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Pindar plc.		
Street Address:	Thornburgh Road		
Internal Address:	Pindar House		
City:	Eastfield, Scarborough		
State/Country:	UNITED KINGDOM		
Postal Code:	Y011 3UY		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3265418	AGILITY	
CORRESPONDENCE DATA			
Fax Number:	(216)579-0212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(216) 586-7024		
Email:	dawnbrown@jonesday.com		
Correspondent Name:	Dawn A. Brown/Jones Day		
Address Line 1:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	932064-015003		
DOMESTIC REPRESENTATIVE			
Name:	Sandra B. Weiss		
Address Line 1:	77 W. Wacker		
Address Line 4:	Chicago, ILLINOIS 60601-1692		

CH \$40.00 3265418

TRADEMARK

NAME OF SUBMITTER:	Dawn A. Brown
Signature:	/Dawn A. Brown/
Date:	10/04/2007
Total Attachments: 9 source=DOC664#page1.tif source=DOC664#page2.tif source=DOC664#page3.tif source=DOC664#page4.tif source=DOC664#page5.tif source=DOC664#page6.tif source=DOC664#page7.tif source=DOC664#page8.tif source=DOC664#page9.tif	

CONFIRMATION OF TRADEMARK ASSIGNMENT

WHEREAS, Pindar Systems, Inc. ("Assignor"), formerly having an address of 414 N Orleans St Suite 708 Chicago Il 60610 and formerly being a Corporation of the State of Dealware, did adopt and use in its business, a trademark which mark is identified as **AGILITY**, which is pending in the United States Patent and Trademark Office under Application Serial Number 76/354,609, filed on January 4, 2002, in the country of the United States of America, now registered as U.S. Registration No. 3,265,418; and

WHEREAS, Pindar plc. ("Assignee"), having an address of having an address of Pindar House, Thornburgh Road, Eastfield, Scarborough, Y011 3UY, United Kingdom, a United Kingdom Corporation, did enter into an agreement on March 12, 2004 ("the Agreement") with Pindar Systems PLC, Pindar Systems Holdings Limited, Pindar Systems Inc., and The Administrators, for the sale and purchase of certain assets of these entities by Pindar plc, including the right, title, and interest in their intellectual property, which included, *inter alia*, all trademarks and service marks, registered designs, domain names, getups logos and trade dress in each case whether registered or unregistered, and applications for any of them, and the right to apply for any of them, and the goodwill attaching to any of them, together with all extensions, revivals and renewals where relevant of each of them; a partial and partially redacted copy of said Agreement being attached hereto; and whereby pursuant to said Agreement, Pindar Systems Inc. effectively ceased to exist as a separate corporate entity, and Pindar plc became the successor in interest to the business of Pindar Systems, Inc.;

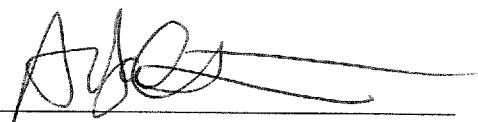
NOW, THEREFORE, To All Whom It May Concern:

Be it known that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid, the receipt of which is hereby acknowledged, said Assignor, by virtue of said Agreement did sell, assign, and transfer unto the said Assignee the entire right, title and interest in and to the said trademark and any registration resulting thereof, including the right to sue for damages for all past infringement occurring prior to the execution date of this Assignment, together with the good will of the mark and business in connection with which the said mark was an/or is used.

Date: 8-8-07

PINDAR plc.

By: _____



ANDREW DALTON
C.E.O.
PINDAR GROUP

DATED 12 March 2004

FOR ATTENTION OF
RICHARD HUNT.

- (1) PINDAR SYSTEMS PLC
- (2) PINDAR SYSTEMS HOLDINGS LIMITED
- (3) PINDAR SYSTEMS INC
- (4) THE ADMINISTRATORS
- (5) PINDAR PLC

AGREEMENT
for the sale and purchase of certain of the assets of
Pindar Systems plc and
Pindar Systems Holdings Limited (Both in
Administration) and Pindar Systems Inc

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(iii) an intercompany Floating Charge dated 10 October 2003 and made between Pindar Systems Holdings Limited (1) and Pindar Systems Plc (2) the benefit of which was assigned to Granville Baird Capital Partners Limited on 10 October 2003

"Encumbered Assets"

such of the Assets as are subject to an Encumbrance (other than the Debentures) of which the parties are currently unaware

"Encumbrance"

any mortgage charge pledge lien option restriction third party right or interest, other encumbrance or security interest of any kind whatsoever, lease loan conditional sale agreement, finance leasing arrangement or other like agreements and any third party rights or claims whatsoever

"Intellectual Property"

means all patents, trade marks and service marks, registered designs, design rights and copyright (including rental and lending rights), moral rights, rights in computer software, database rights and other protectable lists of information, rights in confidential information, trade secrets, inventions and know-how, trade and business names, domain names, getups, logos and trade dress in each case whether registered or unregistered and applications for any of them and the right to apply for any of them and the goodwill attaching to any of them together with all extensions, revivals and renewals where relevant of each of them and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world and including the right to sue for and retain damages and have the benefit of all other remedies for infringement of all such rights

"Licence"

an arrangement that grants rights in or over any of the Assets, including escrow arrangements

"Price"

the sum of £[REDACTED] plus VAT of £[REDACTED]

"Software"

means the systems developed and licensed by the Companies known as "CMS" and "Agility"

"VAT"

means Value Added Tax or any equivalent tax which may at any time during the currency of this Agreement be imposed in substitution for, or in addition to it

1.2 In interpreting this agreement:-

- 1.2.1 reference to the singular includes the plural and vice versa and reference to any gender includes the other genders;
- 1.2.2 reference to "a person" includes any individual firm bodies corporate, unincorporated associations and partnerships;
- 1.2.3 words and phrases defined in the Companies Act 1985 or the Insolvency Acts 1986 or 1994 have the same meanings in this Agreement but the word "company" includes any body corporate; and
- 1.2.4 references to "Clauses" are to clauses or sub-clauses of this Agreement, references to "Schedules" are to the schedules to this Agreement and references within a Schedule to "paragraphs" are to paragraphs or sub-paragraphs of that Schedule

1.3 In this Agreement:-

- 1.3.1 any reference to any statute or statutory instrument or any section or part thereof includes any enactment which has replaced or amended it or any instrument, order or regulation made under it which is now in force and also includes any past statutory provisions which such provision has directly or indirectly replaced;
- 1.3.2 headings are for reference purposes only and shall not affect the construction of anything in this Agreement; and

1.4 The Schedules shall be treated as an integral part of this Agreement and references to this Agreement shall include the Schedules.

2. SALE

2.1 The Companies and PSI shall sell and the Buyer shall purchase for the Price at Completion whatever right title and interest (if any) the Companies and PSI have in the Assets which shall be apportioned as follows:-

- 2.1.1 Intellectual Property belonging to the Companies £
- 2.1.2 Intellectual Property belonging to PSI

2.2 Nothing in this Agreement shall operate as a sale of any right title or interest in or right to possession of any property other than the Assets in which the Companies and PSI have any interest whatsoever and any such interest in or right of possession of any other property is expressly excluded.

2.3 For the avoidance of doubt the Encumbered Assets are excluded from the sale and nothing in this Agreement operates as a sale or transfer of any right title or interest in the Encumbered Assets or gives the Buyer any right to possession of the Encumbered Assets.

2.4 The Companies, the Administrators and PSI agree, at the expense of the Buyer, to execute such further documents, take such actions and do such things as may be reasonably requested by the Buyer to give full effect to the terms of this Agreement (including assisting in the resolution of any question concerning copyright or database right) and to secure full right title and interest to the Assets as transferred pursuant to Clause 2.1 but the Administrators will only be required to provide such further assurance for the period of 6 months from Completion.

- 9.3 This Agreement sets forth the entire agreement between the Companies, the Administrators, PSI and the Buyer in connection with the sale and purchase of the Assets referred to herein and such agreement shall not be capable of being varied except in writing signed by or on behalf of the Companies, the Administrators, PSI and the Buyer.
- 9.4 Any notice to be given in connection with this Agreement shall be in writing and (without prejudice to proof that it has been effectively given in any other manner) shall be deemed duly served if delivered at or posted by first class post to the address of the party concerned which is set out in this Agreement or such other address for service as that party may have notified to the other party in accordance with the provisions of this Clause. Any such notice shall be deemed to be served if delivered personally, on the day on which it is delivered or if posted, at 9am on the second business day after the day of posting. Evidence that the notice was properly addressed stamped and put into the post shall be conclusive evidence of service.
- 9.5 Failure by the Companies, the Administrators or PSI to require performance of any term or condition of this Agreement shall not prevent the subsequent enforcement of such term or conditions nor shall such failure be deemed to be a waiver of any or any subsequent breach of this Agreement or of any right or remedy granted by this Agreement or by the general law;
- 9.6 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original but all the counterparts together shall constitute one and the same Agreement.
- 9.7 All obligations of any party in this Agreement being obligations imposed by this Agreement shall if they have not been performed at Completion or are capable of operating or taking effect after Completion remain in full force and effect notwithstanding execution of this Agreement and the satisfaction of the Price;
- 9.8 Time shall be of the essence of this Agreement both as regards the times, dates and periods mentioned in this Agreement and as to any times, dates and periods which may by agreement in writing by all the parties be substituted for them;
- 9.9 Any payments to be made by the Buyer under this Agreement shall be made in full without any set-off or deduction or any counterclaim or claim to a lien whether any such set-off deduction, counterclaim or lien in favour of the Buyer arises under this Agreement or otherwise and if not paid on the due date shall bear interest at 2 per cent above the Base Rate of Barclays Bank plc;
- 9.10 The benefits of this Agreement shall inure for the benefit of the successors or assignees of each of the parties but the obligations under this Agreement shall not be assignable;
- 9.11 This Agreement does not create any right enforceable by any person not a party to it.
- 9.12 This Agreement shall be governed by and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

10. **DATA PROTECTION**

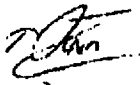
The Buyer warrants and represents that it will comply with all relevant provisions of the Data Protection Act 1998 in its processing of any personal data held on any databases acquired with, or that form part of, the Assets. The Buyer will indemnify and keep indemnified the Administrators against any claim or loss arising from or in relation to the Buyer's breach of the warranty set out above.

SIGNED by or on behalf of the parties on the date which first appears in this Agreement.

SIGNED by **STEPHEN MARK**
for and on behalf of
Pindar Systems plc
(In administration) in the presence of:-



Signature of Witness:



Name of Witness:

T. DIXON

Address: 1/2 BAKER TALK, BARRINGTON HOUSE,
LINCOLN SQUARE,
MANCHESTER.

SIGNED by **STEPHEN MARK**
for and on behalf of
Pindar Systems Holdings Limited
(in administration) in the presence of:-



Signature of Witness:



Name of Witness:

T. DIXON

Address: 1/2 BAKER TALK, BARRINGTON HOUSE,
LINCOLN SQUARE,
MANCHESTER.

SIGNED by **STEPHEN MARK**
for and on behalf of
Pindar Systems Inc
in the presence of:-

Signature of Witness:

Name of Witness:

Address:

SIGNED by **STEPHEN MARK**
on his own behalf and on behalf of
the Administrator
in the presence of:-



Signature of Witness:



Name of Witness:

T. DIXON

Address: 1/2 BAKER TALK, BARRINGTON HOUSE,
LINCOLN SQUARE,
MANCHESTER.

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TO 001312120404081

15-JUN-2004 12:23 FROM PINDAR PLC

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TRADEMARK
REEL: 003633 FRAME: 0976

SIGNED by [REDACTED])
for and on behalf of)
Pindar Systems plc)
(in administration) in the presence of:-)

Signature of Witness:

Name of Witness:

Address:


SIGNED by [REDACTED])
for and on behalf of)
Pindar Systems Holdings Limited)
(in administration) in the presence of:-)

Signature of Witness:

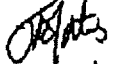
Name of Witness:

Address:

SIGNED by [REDACTED] ALASTAIR COOPER
for and on behalf of)
Pindar Systems Inc)
in the presence of:-)



Signature of Witness:



Name of Witness: JONATHAN YATES

Address: 39 WESSLIFFE TERRACE, HARROGATE, NORTH YORKSHIRE, HG2 0PU

SIGNED by [REDACTED])
on his own behalf and on behalf of)
the Administrator)
in the presence of:-)

Signature of Witness:

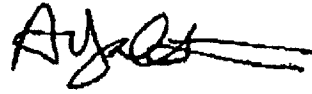
Name of Witness:

Address:

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SIGNED by

)
)
)



duly authorised on behalf of the Pindar
plc
in the presence of:-

Signature of Witness:



Name of Witness:

Heather Woolley

Address:

25 Mayville Avenue
Scarborough
YO12 7NW

2420720 / 5 / CMCO

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RECORDED: 10/04/2007

TRADEMARK
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