

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
Neoris USA, Inc.		02/09/2007	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	International Business Machines Corporation
Also Known As:	AKA IBM Corporation
Street Address:	New Orchard Road
City:	Armonk
State/Country:	NEW YORK
Postal Code:	10504
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2175098	

CORRESPONDENCE DATA

Fax Number: (914)765-4370
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 914-765-4415
 Email: ibmtm@us.ibm.com
 Correspondent Name: Alexander Tognino
 Address Line 1: North Castle Drive
 Address Line 4: Armonk, NEW YORK 10504

NAME OF SUBMITTER:	Grazia T. Micewicz
Signature:	/Grazia T. Micewicz/
Date:	10/25/2007

CH \$40.00 2175098

Total Attachments: 5

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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Agreement, effective February 9, 2007 ("Effective Date") is by and between **Neoris USA, Inc.** ("Assignor"), a corporation organized and existing under the laws of the State of Florida with its principal place of business at 703 Waterford Way, Suite 700, Miami, Florida 33126 and **International Business Machines, Co.** ("Assignee"), a corporation organized and existing under the laws of the State of New York with its principal place of business at New Orchard Road, Armonk, New York 10504-1785.

WHEREAS, Assignor has adopted and used certain trademark, trade name, service mark, and domain name of "INFOSPHERE", which is registered or filed before certain regulatory authorities in the United States and in Mexico; and

WHEREAS, Assignee is desirous of acquiring said trademark, trade name, service mark and domain name and the registrations thereof and any application thereon.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor sells and transfers to Assignee, its successors, assigns, and legal representatives, all right, title and interest in and to the trademarks set forth in Schedule 1 (collectively the "**Marks**"), with assignments included in Exhibits A-C, all of which are attached hereto and incorporated by reference, together with the goodwill of the business symbolized thereby: all renewals and extensions of any such application, registration and filing, all licenses for the use of the Marks, all rights to sue for past infringement of the Marks, and the right of recovery, including but not limited to damages for past infringement, and the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

As well, Assignor sells and transfers to Assignee, its successors, assigns, and legal representatives, all right, title and interest in and to the domain name set forth in Exhibit B, which is attached hereto and incorporated by reference (the "**Domain Name**").

At the time of signature of this Agreement, Assignor has to the best of his knowledge no knowledge of any claim, whether asserted or unasserted, encumbrances, actions by the assignor that would prevent the transfer or assignment of aforesaid rights in Marks or Domain Name, or any litigation whether concluded, pending or threatened, arising out of or concerning to Assignor's ownership, validity or otherwise related to the assigned Marks and Domain Name, including any claims that the assigned Marks and/or Domain Name infringe on or violates the rights to others.

Assignor acknowledges that, upon the execution of this Agreement, Assignee will be the exclusive owner of all right, title and interest of the assigned Marks and Domain Name; and, the Assignor shall retain no right to use, exploit or claim any right in connection with the assigned Marks and Domain Name. Assignor agrees not to take any action, directly or indirectly, in derogation of the rights granted under this Agreement.

Assignee fully acknowledges that the assigned Marks and Domain Name is granted without any type of guarantee; Assignor will not be held responsible for future claims from third parties in connection with the assigned Marks of Domain Name for which it had no knowledge prior to the effective date of this Agreement; furthermore, Assignor shall not be liable to Assignee for any non-compensatory damages, including loss of profits or indirect, special, incidental, punitive, exemplary or consequential damages unless resulting from

Assignor's gross negligence, in which case such liability shall not exceed the total amount paid by Assignee to Assignor under this Agreement. Any liability arising under or in relation to this Assignment shall be limited to the total amount paid by Assignee to Assignor under this Agreement.

Assignor will at any time, and from time to time after the Effective Date, upon request of the Assignee and under Assignee cost, execute, acknowledge, and deliver all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take all such further action, as may be required to carry out the intent of this Assignment, and to transfer and vest title to any Asset being transferred hereunder, and to protect the right, title and interest in and enjoyment of the Asset assigned.

As the entire consideration for the assignment and transfer by Assignor to Assignee of all rights in the assigned Marks and Domain Name, Assignee shall pay to Assignor a total amount of \$23,000 USD (twenty three thousand American Dollars) to be paid by check or wire transfer 30 (thirty) days after the execution of this Agreement. If Assignor is determined to no longer have an assignable right, title and interest to any Mark registration or Domain Name registration prior to execution of this Agreement, the parties agree that the consideration shall be reduced by an amount attributable to that registration (\$5,000 USD per Mark registration and \$3000 for the Domain Name registration).

For avoidance of doubt, Assignee shall take all actions and execute such further documents as required to effectuate, formalize, and carry out the assignment of the Marks and Domain Name assigned. Assignee agrees to cover all costs derived from the registration of the assignment. Assignee shall execute and deliver to the Assignor copy of the assignments in the forms attached as Exhibits A, B and C.

In case that the Assignee defaults the payment of the amount herein established, Assignee shall pay to the Assignor an interest for delayed payment equivalent to the Libor Index multiplied by 2 (two). The default shall be automatic after the deadline of the payment term without necessity of making an interpellation or demand. In this case, Assignor shall have the right to maintain all the rights of the assigned Marks and Domain Name until the payment is fully executed.

SCHEDULE 1

Assigned Marks

<u>MARK</u>	<u>OWNER</u>	<u>REG. NO.</u>	<u>JURISDICTION</u>	<u>GOODS</u>
INFOSPHERE	Neoris USA, Inc.	572,949	Mexico	Commercial computer application programs (Int'l Class 9)
INFOSPHERE	Neoris USA, Inc.	577,486	Mexico	Computer consulting services in the field of commercial user applications (Int'l Class 42)
"I" Logo	Neoris USA, Inc.	572,717	Mexico	Computer consulting services in the field of commercial user applications (Int'l Class 42)
"I" Logo	Neoris USA, Inc.	570,179	Mexico	Commercial computer application programs (Int'l Class 9)
"I" Logo	Neoris USA, Inc.	2,175,098	U.S.	Computer consulting services in the field of commercial user applications (Int'l Class 42)

EXHIBIT A

U.S. TRADEMARK

ASSIGNMENT OF TRADEMARK

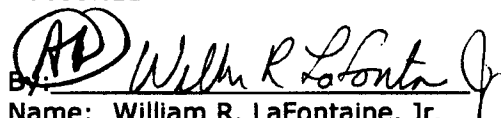
WHEREAS Neoris USA, Inc., a corporation organized and existing under the laws of the State of Florida with its principal place of business at 703 Waterford Way, Suite 700, Miami, Florida 33126 ("Assignor") is the owner of U.S. Trademark Registration No. 2,175,098 (the "Registration") for the trademark "I" Logo (the "Mark"); and

WHEREAS International Business Machines Corporation, a corporation organized and existing under the laws of the State of New York with its principal place of business at New Orchard Road, Armonk, New York 10504-1785 ("Assignee") wishes to acquire all right, title and interest in and to the Registration including the good will symbolized by the mark identified in the Registration; and

WHEREAS Assignor represents and warrants that it is the exclusive owner of and has the full right and power to assign and transfer the Registration and the mark shown in the Registration;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, absolutely and forever, all of Assignor's right, title and interest, whether statutory or at common law, in and to the Registration and the Mark shown therein, together with the goodwill of the business symbolized by the Registration and the mark shown therein, all causes of action for previously incurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements, and all of Assignor's other rights and interest in the Registration and the mark shown therein.

ASSIGNEE

By: 
Name: William R. LaFontaine, Jr.
Title: Vice President, Licensing and Business Development

ASSIGNOR


By: 
Name: ROGER SALDANA
Title: SECRETARY

EXHIBIT B

DOMAIN NAME

ASSIGNMENT OF DOMAIN NAME

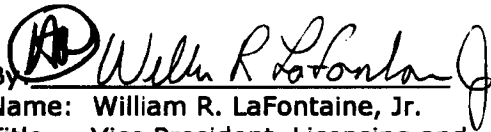
WHEREAS Neoris USA, Inc., a corporation organized and existing under the laws of the State of Florida with its principal place of business at 703 Waterford Way, Suite 700, Miami, Florida 33126 ("Assignor") is the owner of the domain name "Infosphere.com" (the "Domain Name"); and

WHEREAS International Business Machines Corporation, a corporation organized and existing under the laws of the State of New York with its principal place of business at New Orchard Road, Armonk, New York 10504-1785 ("Assignee") wishes to acquire all right, title and interest in and to the Domain Name including the good will symbolized by the Domain Name ; and

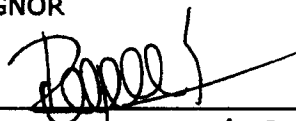
WHEREAS Assignor represents and warrants that it is the exclusive owner of and has the full right and power to assign and transfer the Domain Name;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, absolutely and forever, all of Assignor's right, title and interest, whether statutory or at common law, in the Domain Name shown therein, together with the goodwill of the business symbolized by the domain name shown therein, all causes of action for previously incurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements, and all of Assignor's other rights and interest in the Domain Name shown therein.

ASSIGNEE

By: 
Name: William R. LaFontaine, Jr.
Title: Vice President, Licensing and Business Development

ASSIGNOR

By: 
Name: ROGER SALDANA
Title: SECRETARY