

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/14/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chevin Limited Corporation United Kingdom		03/14/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Allen Systems Group, Inc.
Street Address:	1333 Third Avenue South
City:	Naples
State/Country:	FLORIDA
Postal Code:	34102
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2642122	TEVISTA

CORRESPONDENCE DATA

Fax Number: (239)213-3434
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 239-435-2280
 Email: tim.welsh@asg.com
 Correspondent Name: Timothy M. Welsh
 Address Line 1: 1333 Third Avenue South
 Address Line 4: Naples, FLORIDA 34102

NAME OF SUBMITTER:	Timothy M. Welsh
Signature:	/Timothy M. Welsh/
Date:	01/02/2008

CH \$40.00 2642122

Total Attachments: 27

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SHARE PURCHASE AGREEMENT

This Share Purchase Agreement is entered into this 7th day of March, 2005, by and between Allen Systems Group, Inc., a corporation duly organized and existing under the laws of the State of Delaware, U.S.A. ("ASG"), Chevin Limited, a corporation duly organized and existing under the laws of England and Wales (the "Company"), and the Shareholders, defined herein, who own one hundred percent (100%) of the issued ordinary shares of £0.01 each (the "Shares") of the Company.

RECITALS:

WHEREAS, ASG, subject to the terms and conditions set forth in this Agreement (defined herein), desires to purchase all of the Shares of the Company;

WHEREAS, the Shareholders, subject to the terms and conditions set forth in this Agreement, desire to sell all of the Shares of the Company for the consideration set forth below;

WHEREAS, ASG, the Shareholders and the Company desire to make certain representations, warranties, covenants and agreements in connection with the transactions contemplated by this Agreement.

NOW, THEREFORE, in reliance upon the representations, warranties and agreements made herein and in consideration of the premises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

1.01 Certain Definitions. As used in this Agreement, the following terms have the following meanings:

"Additional Amount" has the meaning assigned to such term in Schedule 2.02 hereof.

"Affiliate" means, when used with respect to a specified Person, another Person that, directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this Agreement, the term "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by Contract or otherwise).

"Agreement" means this Share Purchase Agreement, as it may from time to time be amended, supplemented or otherwise modified in accordance with the terms hereof.

waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to such Person's predecessors (to the extent applicable) and permitted successors and assigns.

ARTICLE II PURCHASE AND SALE

2.01 Purchase and Sale. The Shareholders agree to sell, and ASG agrees to purchase, one hundred percent (100%) of the Shares of the Company in issue at Closing. The transfer of ownership of the Shares of the Company shall take place at Closing.

2.02 Purchase Price. In consideration for the sale of all of the Shares of the Company, ASG shall pay to MTI on behalf of the Shareholders (i) on the Closing Date, an amount equal to [REDACTED] (the "Initial Purchase Price") and (ii) during the Additional Amount Period (as defined in Schedule 2.02), the Additional Amount as defined and set forth in Schedule 2.02 (the Initial Purchase Price and the Additional Amount shall be collectively referred to as the "Purchase Price").

2.03 Repayment of MTI Loan. In addition, ASG agrees to repay the MTI Partnerships on the Closing Date the principal amount of [REDACTED], which are due under the terms of a loan to Chevin made by MTI Partnership.

2.04 MTI. The Shareholders agree that MTI shall be authorized and is instructed to receive the Purchase Price on behalf of all the Shareholders, and ASG agrees to pay the Purchase Price to MTI on behalf of the Shareholders.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS AND THE COMPANY

A. The Company hereby represents and warrant to ASG, except as set forth in the Disclosure Schedule (which exceptions shall specifically identify a section or subsection, as applicable, to which such exception relates, provided that all disclosure shall be deemed to qualify all applicable representations and warranties contained in this Agreement if ASG should reasonably be able to ascertain that the disclosure relates to such representations and warranties), that as of the date of this Agreement:

3.01 Organization. The Company is a corporation duly incorporated and validly existing under the laws of England and Wales. The Company has all necessary corporate power and authority, and possesses all permits necessary to own or to lease, and to operate all its properties and to carry on its business as it is now being conducted. Specifically, the Company has one hundred percent interest and is the rightful owner of and to the source code and the

IN WITNESS WHEREOF, ASG and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

ALLEN SYSTEMS GROUP, INC.

By: *Christine Kennedy/for*
Name: Arthur L. Allen
Title: CEO & President

Address for Notices:

Allen Systems Group, Inc.
1333 Third Avenue South
Naples, FL 34102
United States
Attention: General Counsel
Telecopy No.: (941) 263-7443

With a copy to:

Mr. Arthur L. Allen
CEO & President
Allen Systems Group, Inc.
1333 Third Avenue South
Naples, FL 34102
United States
Telecopy No.: (941) 263-0043

CHEVIN LTD.

By: _____
Name:
Title:

Address for Notices:

960 Capability Green
Luton
Beds LU1 3PE
United Kingdom

IN WITNESS WHEREOF, ASG and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

ALLEN SYSTEMS GROUP, INC.

By: _____
Name: Arthur L. Allon
Title: CEO & President

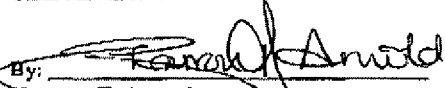
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1333 Third Avenue South
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Attention: General Counsel
Telecopy No.: (941) 263-7443

With a copy to:

Mr. Arthur L. Allon
CEO & President
Allen Systems Group, Inc.
1333 Third Avenue South
Naples, FL 34102
United States
Telecopy No.: (941) 263-0043

CHEVIN LTD.

By: 
Name: SHARON ARNOLD
Title: FINANCE DIRECTOR

Address for Notices:

960 Capability Green
Luton
Beds LU1 3PE
United Kingdom



01923 247783

With a copy to:

Tom Jarman
MTI Partners Limited
Langley Place
99 Langley Road
Watford
Herts WD1 3PE

With a copy to:

Struan Penwarden
Wilmer Cutler Pickering Hale and Dorr LLP
10 Noble Street
London EC2V 7QJ

SHAREHOLDERS

MTI4 Limited Partnership
acting by its manager
MTI Partners Limited

By: *E. A. Richardson*
Name: E. A. RICHARDSON
Title: CHIEF EXECUTIVE

Address for Notice:

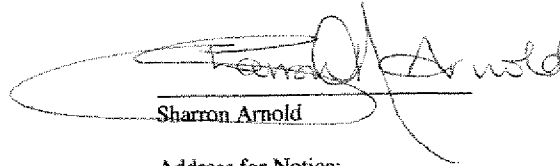
Langley Place
99 Langley Road
Watford
Herts WD1 3PE

MTI4 'B' Limited Partnership
acting by its manager
MTI Partners Limited

By: *E. A. Richardson*
Name: E. A. RICHARDSON
Title: CHIEF EXECUTIVE

Address for Notice:

Langley Place
99 Langley Road
Watford
Herts WD1 3PE



Sharron Arnold

Address for Notice:

42 Effingham Road
Harden
Bingley
West Yorkshire BD16 1LQ

Philip Barker

Address for Notice:

2 Scott Street
Wigan
Lancs WN6 7DL

Laurence Bichener

Address for Notice:

85 Benslow Lane
Hitchin
Herts

Brian R. Clarke

Address for Notice:

Norwood Bottom Hall
Norwood
Otley
West Yorkshire

Sharon Arnold

Address for Notices:

12 Edlington Road
Harden
Bingley
West Yorkshire BD16 1LQ

Philip Barker

Address for Notices:

2 Scott Street
Wigan
Lancs. WN6 7DL

P. Barker

~~Lawrence Dickson~~ PHILIP BARKER

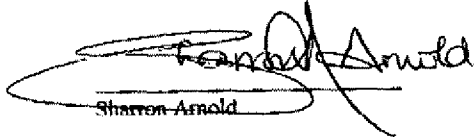
Address for Notices:

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~~Herts~~ Lancs WN6 7DL

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Laurence Bichener
Witnessed by:

Address for Notice:

85 Bonslow Lane
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Herts

SE Tindall


Brian R. Clarke
Witnessed by:

Address for Notice:

Norwood Bottom Hall
Norwood
Otley
West Yorkshire

Witnessed by:

SE Tindall

~~Christine Elaine Corkhill~~ Arnold acting as
attorney
witnessed by:
S E Cirdell.

Address for Notice:

Windy Ridge
Merrybank Lane
Huby
Leeds LS17 0EN

Stephen DeCelle

Address for Notice:

C/o 3dB Global Inc
9108 Galtier Road
Gaithersburg, Maryland 20877
USA

~~John Henry Stephen Earley~~ Arnold acting as
attorney
witnessed by:
S E Cirdell.

Address for Notice:

1 Burlington Gardens
Stockport
Cheshire SK3 8UG

Jack Hughes

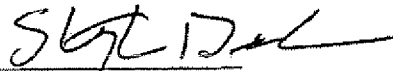
Address for Notice:

28 Fulford Park
York YO10 4QE

Christine Elaine Corkhill

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Merrybank Lane
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Leeds LS17 0EN



Stephen DeCelle

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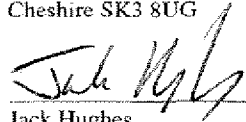
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John Henry Stephen Earley

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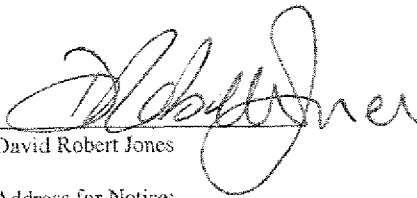
1 Burlington Gardens
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Jack Hughes

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David Robert Jones

Address for Notice:

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Beds MK43 0RN

Antony Kancidrowski

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19 St. Annes Court
St Annes Road
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Herts SG5 1QB

Mark Kerrison

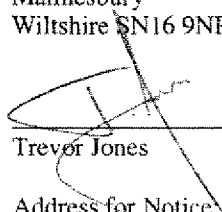
Address for Notice:

12 Newmarket Court
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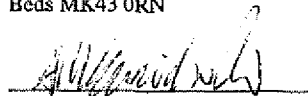
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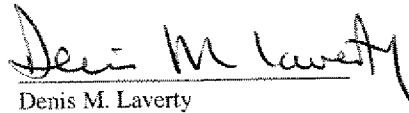
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Phillip Leslie Snell

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Arnold acting as
attorney
Witnessed by:
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Uli Weller & Associates

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