

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IP Solutions, Inc.		11/19/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IP Solutions, LLC		
<b>Street Address:</b>	160 Bovet Road		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	San Mateo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94402		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2338484	IPS	
Registration Number:	2608963	FASTPLAN	
Registration Number:	2419292	IPS	
Registration Number:	2483931	INTEGRATED PROJECT SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)248-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	tadmin@choate.com		
<b>Correspondent Name:</b>	Daniel L. Scales		
<b>Address Line 1:</b>	2 International Place		
<b>Address Line 2:</b>	Attn.: Trademark Administrator		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2005706-0015		
<b>NAME OF SUBMITTER:</b>	Daniel L. Scales		

OP \$115.00 2338484

Signature:	/daniel l. scales/
Date:	01/10/2008
Total Attachments: 7 source=IPS_Assignment#page1.tif source=IPS_Assignment#page2.tif source=IPS_Assignment#page3.tif source=IPS_Assignment#page4.tif source=IPS_Assignment#page5.tif source=IPS_Assignment#page6.tif source=IPS_Assignment#page7.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective November 19, 2007, is made and entered into by and among IP Solutions, Inc. a Delaware corporation (the "Assignor"), Edwin L. Phelps (the "Seller") and IP Solutions, LLC, a Delaware limited liability company ("Assignee") (each a "party," and collectively, the "parties"). Capitalized terms used but not defined herein shall have the meanings set forth in the APA (defined below).

WHEREAS, Assignor is the owner of the Company Intellectual Property embodied in the Purchased Assets, described in the APA, including, without limitation, the copyrights (including in and to works of authorship, published or unpublished, and all other rights corresponding thereto throughout the world, including rights to prepare, reproduce, perform, display and distribute copyrighted works and copies, compilations and derivative works thereof) set forth on Schedule A hereto (the "Copyrights"), the trademarks, trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule B hereto (the "Trademarks") and the domain name registrations set forth on Schedule C hereto (the "Domain Names") (collectively, the "Purchased Intellectual Property"); and

WHEREAS, Assignor, the Seller and Assignee entered into that certain Asset Purchase Agreement dated November 13, 2007 (the "APA"), pursuant to which Assignee agreed to purchase the Purchased Assets from Assignor, including all of Assignor's right, title and interest in and to the Purchased Intellectual Property.

NOW THEREFORE, for the good and valuable consideration set forth in the APA, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, transfers and assigns, and delivers to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the Purchased Intellectual Property, including, without limitation, the Copyrights, Trademarks and Domain Names, together with the goodwill of the business in connection with which the Purchased Intellectual Property has been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, and any and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement, dilution, misappropriation, or other violation thereof, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

2. Further Assurances. Assignor and the Seller agree to, at any time after the Closing Date: (i) execute and deliver upon the reasonable request of Assignee or its counsel any other lawful documents to effectuate the purposes of this Assignment, including but not limited to completion of the electronic transfer of registration of each Domain Name to Assignee

through procedures set forth by the registrar of the Domain Name; and (ii) to perform, at Assignee's expense, any lawful act, such as providing testimony at a proceeding related to the Purchased Intellectual Property.

3. Governing Law. This Assignment and any controversy arising hereunder shall be construed in accordance with, and governed by, the laws of the State of Delaware, without regard to its conflicts of law rules.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

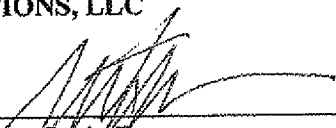
**IP SOLUTIONS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**SELLER**

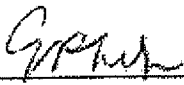
\_\_\_\_\_  
Name: Edwin L. Phelps

**IP SOLUTIONS, LLC**

By:  \_\_\_\_\_  
Name: Gavin Turner  
Title: Authorized Representative

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

**IP SOLUTIONS, INC.**

By:   
Name:  
Title:

**SELLER**

  
Name: Edwin L. Phelps

**IP SOLUTIONS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Intellectual Property Assignment]

**SCHEDULE A**

**COPYRIGHTS**

1. U.S. Copyright Registration for *Project Management Mastery* (PMM) *Instructor Guide*, (Reg. No. TXu-001-339-598).
2. U.S. Copyright Registration for *Project Management Mastery* (PMM) *Participant Guide*, (Reg. No. TXu-001-339-597).

**SCHEDULE B**

**TRADEMARKS**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Status</b>	<b>Registration No. &amp; Date</b>
Fastplan	76/168,507	November 20, 2000	Registered	2,608,963 August 20, 2002
IPS	75/927,129	February 23, 2000	Registered	2,419,292 January 9, 2001
IPS	75/708,462	May 17, 1999	Registered	2,338,484 April 4, 2000
Integrated Project Systems	75/707,495	May 17, 1999	Registered	2,483,931 August 28, 2001



## SCHEDULE C

### DOMAIN NAMES

- |     |                                  |     |   |
|-----|----------------------------------|-----|---|
| 1.  | ipsassociates.com                | 27. | siximperatives.biz                      |
| 2.  | ipsolutions.biz                  | 28. | siximperativesofstrategicexecution.com  |
| 3.  | csiathebook.com                  | 29. | siximperativesofstrategicexecution.net  |
| 4.  | convertingstrategyintoaction.com | 30. | siximperativesofstrategicexecution.biz  |
| 5.  | ipslearning.com                  | 31. | 6imperatives.com                        |
| 6.  | ipslearning.org                  | 32. | 6imperatives.net                        |
| 7.  | ipslearning.biz                  | 33. | 6imperatives.biz                        |
| 8.  | ipslearning.info                 | 34. | convertingstrategy2action.com           |
| 9.  | ipslearning.us                   | 35. | convertingstrategy2action.net           |
| 10. | executingyourstrategy.com        | 36. | convertingstrategy2action.biz           |
| 11. | executingyourstrategy.net        | 37. | convertingstrategy2actionthebook.com    |
| 12. | executingyourstrategy.biz        | 38. | convertingstrategy2actionthebook.net    |
| 13. | executing-your-strategy.com      | 39. | convertingstrategy2actionthebook.biz    |
| 14. | executing-your-strategy.net      | 40. | convertingstrategybook.com              |
| 15. | executing-your-strategy.biz      | 41. | convertingstrategybook.net              |
| 16. | executingyourstrategythebook.com | 42. | convertingstrategybook.biz              |
| 17. | executingyourstrategythebook.net | 43. | convertingstrategyintoaction.biz        |
| 18. | executingyourstrategythebook.biz | 44. | convertingstrategyintoaction.net        |
| 19. | executingstrategybook.com        | 45. | convertingstrategyintoactionthebook.com |
| 20. | executingstrategybook.net        | 46. | convertingstrategyintoactionthebook.biz |
| 21. | executingstrategybook.biz        | 47. | convertingstrategyintoactionthebook.net |
| 22. | strategicexecutionbook.com       | 48. | csiathebook.biz                         |
| 23. | strategicexecutionbook.net       | 49. | strategy2actionthebook.com              |
| 24. | strategicexecutionbook.biz       | 50. | strategy2actionthebook.net              |
| 25. | siximperatives.com               | 51. | strategy2actionthebook.biz              |
| 26. | siximperatives.net               | 52. | strategytoresults.com                   |