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# 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
SOUTHERN DATACOMM, INC.		02/13/2008	CORPORATION: FLORIDA

### **RECEIVING PARTY DATA**

Name:	NOVA INFORMATION SYSTEMS, INC.	
Street Address:	One Concourse Parkway, N.E.	
Internal Address:	Suite 300	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30328	
Entity Type:	CORPORATION: GEORGIA	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78963811	ASPEN TERMINAL SOLUTIONS
Registration Number:	2532580	EN-CONCERT
Registration Number:	3293869	NETWORK! PROTOBASE!
Registration Number:	2563841	PBADMIN
Registration Number:	2724234	PROTOBASE
Registration Number:	3264605	PROTOBASE EXPRESS
Registration Number:	3355395	
Registration Number:	2758882	SOFTRANS
Registration Number:	3355396	SOUTHERN DATACOMM

### **CORRESPONDENCE DATA**

Fax Number: (404)572-5100

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404 572 4600

TRADEMARK
REEL: 003720 FRAME: 0435

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trademarks@kslaw.com, lsims@kslaw.com, Email: vbantug@kslaw.com Correspondent Name: Lisa Beyer Sims, King & Spalding LLP 1180 Peachtree Street Address Line 1: Address Line 4: Atlanta, GEORGIA 30309 ATTORNEY DOCKET NUMBER: 14257.018001 NAME OF SUBMITTER: Vicky R. Bantug Signature: /Vicky R. Bantug/ 02/15/2008 Date: Total Attachments: 7 source=IP\_Assignment#page1.tif source=IP\_Assignment#page2.tif source=IP\_Assignment#page3.tif

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### ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of February 13, 2008, by and between SOUTHERN DATACOMM, INC., a Florida corporation ("Assignor"), and NOVA INFORMATION SYSTEMS, INC., a Georgia corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated January 3, 2008 (the "Purchase Agreement"), pursuant to which Assignee acquired certain intellectual property assets and associated goodwill of Assignor as described in the Purchase Agreement;

WHEREAS, Assignor owns (i) the trademarks and service marks, including the trademark and service mark registrations and applications therefor, identified on <u>Schedule A</u> attached hereto (the "<u>Trademarks</u>"), and (ii) the good will of the business in connection with which the Trademarks are used as intended to be used and which is associated with and symbolized by the Trademarks, both of which it desires to assign to Assignee;

WHEREAS, Assignor owns and has registered the domain names listed on <u>Schedule B</u> attached hereto, (the "<u>Domain Names</u>"), which it desires to assign to Assignee;

WHEREAS, Assignor owns the original works of authorship, including the copyright registrations and applications therefor, identified on <u>Schedule C</u> attached hereto (the "<u>Copyrights</u>"), which it desires to assign to Assignee; and

WHEREAS, Assignee desires to accept such assignment of the Trademarks, including the goodwill thereof, the Domain Names, and the Copyrights.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Assignment and other good and valuable consideration, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks and Domain Names. Assignor assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives all of Assignor's right, title, and interest in and to the Trademarks and the Domain Names, including the registrations and registration applications therefor and all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and including without limitation Assignor's right to sue for and seek remedies against past, present, and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances.

Assignor agrees that it will execute and deliver to Assignee any documents necessary to complete the timely transfer of the Trademarks and the Domain Names to Assignee, including any papers for transferring the registrations for said Domain Names as required by any domain name registrar.

2. Assignment of Copyrights. Assignor assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives all of Assignor's right, title, and interest in and to the Copyrights, including any and all copyrights or similar rights recognized under the laws of the United States of America or any other jurisdiction, including without limitation the original works of authorship therein, the right to seek and hold registrations of the claim of copyright in any jurisdiction, and Assignor's right to sue for and seek remedies against past, present, and future infringements of any or all

of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances.

Assignor hereby waives any claim available to Assignor under any theory of natural or moral rights or any right of attribution under the copyright law of any jurisdiction with respect to the Copyrights, to the extent such waiver is recognizable under the law of such jurisdiction.

- 3. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Georgia.
- 4. <u>Purchase Agreement</u>. Nothing contained in this Assignment shall be deemed to supersede, enlarge, or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.
- 5. <u>Successors and Assigns</u>. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.
- 6. <u>Effective Date of Agreement</u>. This Assignment is expressly made NUNC PRO TUNC, this Assignment to have the same legal force and effect as if executed on January 3, 2008.
- 7. <u>Counterparts.</u> This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

2

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Assignment as of the date first above written.

ASSIGNOR:

	SOUTHERN DATACOMM, INC.
	By: Name: Gry M.Eng
STATE OF FLORIDA } COUNTY OF PINELLAS }	Title. I resident
On this 13 day of February, 2008, before m foresaid, personally appeared Gary Eng named and an officer of Assignor, who is duly aut Assignor and who signed and executed the foregoing in	ne, a Notary Public in and for the State and County, known by me to be the person above thorized to execute this Assignment on behalf of instrument on behalf of Assignor.
Witness my hand and official seal.  **Custing a Stroking Pinella**  Notary Public in and for said County and State  **Kathryn 19. 10000000000000000000000000000000000	KATHITYN A. WOODLING MY COMMISSION # DD 538544 EXPIRES: August 10, 2010
Notary Public in and for said County and State  Kathrum A. Wood Is no	Bonded Thru Notery Public Underwriters
My Commission Expires 8/10/10	
	ASSIGNEE: NOVA INFORMATION SYSTEMS, INC.
	Ву:
	Name: Edward O'Hare Title: Senior Vice President
STATE OF GEORGIA } COUNTY OF FULTON }	Title. Senior vice Frestdent
Witness my hand and official seal.	
Notary Public in and for said County and State	
My Commission Expires	

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Assignment as of the date first above written

	ASSIGNOR: SOUTHERN DATACOMM, INC.
	By: Name: Gary M. Eng Title: President
STATE OF FLORIDA } COUNTY OF PINELLAS }	
On thisday of, 2008, before foresaid, personally appeared named and an officer of Assignor, who is duly a Assignor and who signed and executed the foregoin	me, a Notary Public in and for the State and County, known by me to be the person above authorized to execute this Assignment on behalf of g instrument on behalf of Assignor.
Witness my hand and official seal.	
Notary Public in and for said County and State	
My Commission Expires	
	ASSIGNEE: NOVA INFORMATION SYSTEMS, INC.  By: Name: Edward O'Hare
STATE OF GEORGIA }	Title: Senior Vice President
COUNTY OF FULTON }	
foresaid personally appeared 20ware	me, a Notary Public in and for the State and County  "" known by me to be the person above authorized to execute this Assignment on behalf of g instrument on behalf of Assignee
Witness my hand and official seal.	MARY KALINA
Notary Public in and for said Jounty and State 5	NOTA SE SE
My Commission Expires APRIL 30, 2008	NTY GEORIUM
<b>~</b> ,	. T/Y GET.A

Schedule A

Trademarks and Service Marks

Trademark / Service Mark	U.S. Registration / Serial No.	Registration / Filing Date
Aspen Terminal Solution	78/963,811	August 30, 2006
EN-CONCERT & DESIGN	2532580	January 22, 2002
NETWORK! PROTOBASE!	3293869	September 18, 2007
PBADMIN	2563841	April 23, 2002
PROTOBASE	2724234	June 10, 2003
PROTOBASE EXPRESS	3264605	July 17, 2007
SDC LOGO	3355395	December 18, 2007
SOFTRANS	2758882	September 2, 2003
Southern DataComm	3355396	December 18, 2007

# **Execution Version**

# Schedule B

# **Domain Names**

protobase.com sdcweb.net southerndatacomm.com webvu-demo.com webvu-demo.net copperstrike.com protosafe.com

# Schedule C

# Copyrights

Work of Authorship	U.S. Copyright Registration No.	Registration Date
PbAdmin 4.3	Txu 1-037-217	October 2, 2001
PbAdmin 5.0	Txu 1-037-215	October 2, 2001
ProtoBase 4.76	Txu 1-001-652	August 28, 2001
ProtoBase 4.81	Txu 1-037-216	September 13, 2001
ProtoBase 4.82	Txu 1-288-225	February 8, 2006
ProtoBase 4.83	Txu 1-288-224	February 8, 2006
ProtoBase 6.0	Txu 1-292-797	March 3, 2006
ProtoBase Async Gateway	Txu 1-294-692	April 28, 2006
ProtoBase File Server Gateway	Txu 1-301-794	April 24, 2006
ProtoBase MICROS Gateway	Txu 1-278-381	April 28, 2006
ProtoBase TCP/IP Gateway	Txu 1-294-693	April 28, 2006
Real Vu	Txu 1-024-997	January 25, 2002
SDC Core Product Training	Pau3-084-573	October 17, 2006
Video		
SofTrans 151	Txu 1-297-511	April 13, 2006
SofTrans 176	Txu 1-347-709	March 30, 2007
SofTrans 184	Txu 1-345-454	March 30, 2007
SofTrans 192	Txu 1-348-373	March 29, 2007
SofTrans 206	Txu 1-345-453	March 30, 2007
SofTrans 225	Txu 1-348-376	March 29, 2007
SofTrans 41	Txu 1-347-516	March 29, 2007
SofTrans 47	Txu 1-294-095	April 13, 2006
SofTrans 75	Txu 1-297-509	April 13, 2006
SofTrans 76	Txu 1-297-507	April 13, 2006
SofTrans 88	Txu 1-297-508	April 13, 2006
SofTrans 95	Txu 1-297-510	April 13, 2006
WebVu	Txu 1-030-760	January 28, 2002

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