

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
Certus Software, Inc.		03/31/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Neohapsis, Inc.		
Street Address:	1828 West Webster		
Internal Address:	Suite 206		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60614		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3062414	CERTUS	
CORRESPONDENCE DATA			
Fax Number:	(720)566-4099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	720-566-4000		
Email:	trademarks@cooley.com		
Correspondent Name:	Cooley Godward Kronish LLP		
Address Line 1:	380 Interlocken Crescent		
Address Line 2:	Suite 900		
Address Line 4:	Broomfield, COLORADO 80021-8023		
ATTORNEY DOCKET NUMBER:	306727-105		
NAME OF SUBMITTER:	Andrew Hartman		
Signature:	/Andrew Hartman/		

CH \$40.00 3062414

Date:

04/14/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of March 31, 2008 (the “**Effective Date**”) by and between Certus Software, Inc., a Delaware corporation (“**Assignor**”), and Neohapsis, Inc., an Illinois corporation (the “**Assignee**”).

WHEREAS, Assignor and Assignee, and certain other parties, are parties to that certain Asset Purchase Agreement, dated as of March 31, 2008 (the “**Purchase Agreement**”).

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademarks, registrations and registration applications set forth on Schedule 1 attached hereto (collectively, the “**Assigned Trademarks**”).

WHEREAS, the Purchase Agreement is intended to result in the transfer of the entire portion of the business to which the Assigned Trademarks pertain as an ongoing and existing concern.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in conjunction with the transfer of the entire portion of the business to which the Assigned Trademarks pertain, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business symbolized in the Assigned Trademarks, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, 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 Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the registered Assigned Trademarks.

Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor’s true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth above, and from time to time to institute and prosecute in Assignor’s name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Assigned Trademarks and to defend and compromise any and all actions, suits and proceedings in respect of any of said Assigned Trademarks and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignor hereby declaring that the appointment hereby made and the powers hereby

granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

Upon the request of Assignee or in case for any reason the power of attorney set forth herein is insufficient to effect the assignment set forth above or effect any other purpose set forth herein, Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment and the purposes set forth herein.

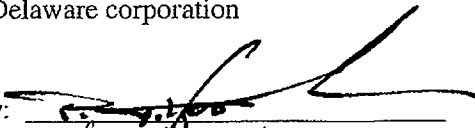
This Trademark Assignment is subject to the terms and provisions of the Purchase Agreement and in the event of a conflict between this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

“ASSIGNOR”

Certus Software, Inc.,
a Delaware corporation

By: 
Name: PAUL HOOKHAM
Title: CFO

“ASSIGNEE”

Neohapsis, Inc., an Illinois corporation

By: _____
Name: Ron Lescinkas
Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement – Certus Software, Inc. and Neohapsis, Inc.]

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“ASSIGNOR”

Certus Software, Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

“ASSIGNEE”

Neohapsis, Inc., an Illinois corporation

By:  _____
Name: Ron Lescinkas
Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement – Certus Software, Inc. and Neohapsis, Inc.]

SCHEDULE 1

1. United States Trade-mark No. 3,062,414 for "CERTUS".