

**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
ZyLAB Technologies B.V.		10/01/2007	CORPORATION: NETHERLANDS

**RECEIVING PARTY DATA**

Name:	MSC Intellectual Properties B.V.
Street Address:	Hoogoorddreef 9
City:	Amsterdam
State/Country:	NETHERLANDS
Postal Code:	1101 BA
Entity Type:	CORPORATION: NETHERLANDS

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2113808	Z
Registration Number:	2113806	ZYFIND
Registration Number:	2111979	ZYSCAN
Registration Number:	2106832	ZYIMAGE
Registration Number:	2113807	ZYLAB
Registration Number:	2786075	Z
Registration Number:	2113809	ZYPUBLISH
Registration Number:	2786076	ZYINDEX
Registration Number:	2856421	THE PAPER FILING COMPANY

**CORRESPONDENCE DATA**

Fax Number: (703)848-2981  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 7035843267  
 Email: cvillamar@rmhlaw.com  
 Correspondent Name: Carlos Villamar

CH \$240.00 2113808

Address Line 1: 7918 Jones Branch Drive, Suite 500  
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 14693.00 (CV)

**DOMESTIC REPRESENTATIVE**

Name: Carlos R. Villamar  
Address Line 1: 7918 Jones Branch Drive, Suite 500  
Address Line 4: McLean, VIRGINIA 22102

NAME OF SUBMITTER: Carlos Villamar

Signature: /carlos villamar/

Date: 04/29/2008

Total Attachments: 8  
source=IPAgreement#page1.tif  
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## INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement ("Agreement") is effective this day October 1, 2007 (the "Effective Date") by this Agreement, made between

ZyLAB Technologies B.V., a corporation with company registration number 33250919 at the Amsterdam Chamber of Commerce and with its principal place of business at Hoogoorddreef 9, 1101 BA Amsterdam, The Netherlands ("ZyLAB"), and

MSC Intellectual Properties B.V., a corporation with company registration number 34284281 at the Amsterdam Chamber of Commerce and with its principal place of business at Hoogoorddreef 9, 1101 BA Amsterdam, The Netherlands ("MSC"),

Whereas,

1. ZyLAB has developed certain software over time and owns all the intellectual property as specified in Appendix A: "THE INTELLECTUAL PROPERTY",
2. The term "Intellectual Property" means, individually or collectively, only the items listed in Exhibit A, including: features and any copies thereof in whole or in part: machine-readable runtime instructions and object code, whether or not in printed form, and not in the form of source code; machine-readable data, such as a data base; related licensed materials, including documentation and technical specifications, in any form machine- or human-readable; and all upgrades, updates, enhancements and modifications there to furnished by MSC during the term of the Agreement.
3. The term "Derivative Work" means a computer software program or program documentation which is based upon the Intellectual Property or a component thereof such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which the Intellectual Property or component thereof may be recast, transformed or adapted, and that, if prepared without written authorisation by MSC would constitute a copyright infringement.
4. On October 1<sup>st</sup>, 2007, ZyLAB Technologies BV was renamed to MSC Information Retrieval Technologies BV and the company was split into 3 companies: MSC Information Retrieval Technologies BV, and two 100% subsidiaries: ZyLAB Technologies BV and MSC Intellectual Properties BV, all holding certain assets as defined at that moment in time in the relevant judicial documentation.
5. In addition to this documentation, ZyLAB hereby unconditionally transfers to MSC, and MSC hereby unconditionally accepts all Intellectual Property as specified in appendix A "THE INTELLECTUAL PROPERTY"
6. ZyLAB hereby represents and warrants to MSC that all off ZyLAB's Intellectual Property is free and clear of all claims, security interests, liens, pledges, charges, escrows, options, proxies, rights of first refusal, pre-emptive rights, mortgages, hypothecations, prior assignments, title retention agreements, indentures, security agreements, right of usufruct ("vruchtgebruik") or any other limitation, encumbrance or restriction of any kind.
7. ZyLAB will actively assist MSC to transfer the various national and international registrations of the Intellectual Property to MSC until all Intellectual Property is registered in the name of MSC.
8. This Agreement constitutes the complete and exclusive agreement between the parties pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between the parties with respect to such subject matter. ZyLAB acknowledges that it is not entering into this Agreement on the basis of any representations not expressly contained

herein. Any modifications of this Agreement must be in writing and signed by both parties hereto. Any such modification shall be binding upon MSC only if and when signed by one of its duly authorised officers.

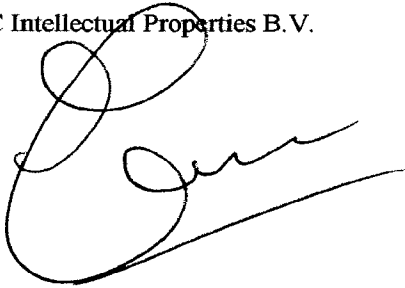
9. Should any provision of this Agreement be or become partly or entirely invalid or impractical, this shall not affect the validity of the remaining provisions.
10. This Agreement shall be governed by and construed in accordance with the laws of The Netherlands. Any dispute arising out of or in connection with this agreement will be submitted to the competent court in Amsterdam, The Netherlands.
11. The parties executing this Agreement represent and warrant that he or she has been duly authorised under charter documents and applicable law to execute this Agreement on behalf of the party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first written above.

Agreed to:

Date: October 1, 2007

For MSC Intellectual Properties B.V.



By \_\_\_\_\_  
Authorised Signature

Dr. J.C. Scholtes,

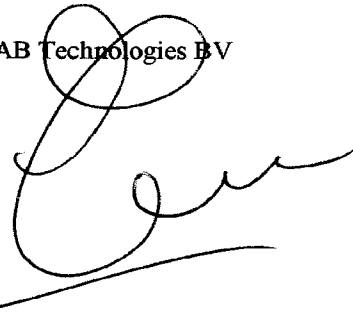
President

Name and Title (*type or print*)

Agreed to:

Date: September 30, 2007

For ZyLAB Technologies BV



By \_\_\_\_\_  
Authorised Signature

Dr. J.C. Scholtes,

President

Name and Title (*type or print*)



**EXHIBIT A THE INTELLECTUAL PROPERTY**

"Intellectual Property" means all assets, properties and rights owned, used or held for use by ZyLAB Technologies B.V. until October 1, 2007, referred to as intellectual property (including without limitation) the following:

- (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reinsurances, continuations, continuations- in-part, divisions, extensions, and re-examinations thereof, including but not limited to the text retrieval and fuzzy search algorithms;
- (ii) all common law or registered trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith;
- (iii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith;
- (iv) all mask works and all applications, registrations, and renewals in connection therewith;
- (v) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, supplier lists, pricing and cost information, and business and marketing plans and proposals);
- (vi) all computer software (including data and related documentation) and computer code (including source code) related to the software applications developed, owned, used or held for use;
- (vii) all domain names and websites currently registered and owned;
- (viii) the right to apply conventions, the right to prosecute past infringers and the right to receive any payment of a judgment, settlement, lien or any other award in connection with any claim, or right that arises or accrues before or after the Effective Date, with respect to any of the foregoing Intellectual Property.

**Specified Intellectual Property**

Without limiting the generality of the foregoing, Intellectual Property shall include, but shall not be limited to, specifically the following rights:

Trademarks and trade names, domain names and websites, source codes and algorithms and principles, as detailed and enumerated below, including; but not limited to:

**Registered Trademarks**

*Registered with the Benelux Bureau of Intellectual Property:*

MyZyLAB  
WYHIWYG  
ZyLAB Information Access Solutions  
Flying Z logo (design)

*Registered with the Office for Harmonization in the Internal Market for use in the EU:*

ZyLAB  
ZyIMAGE  
ZyINDEX  
The Paper Filing Company

*Registered with the US Patent & Trademark office for use in the USA:*  
ZyINDEX

Z (design)  
 Z  
 ZySCAN  
 ZyFIND  
 ZyPUBLISH  
 ZyLAB  
 ZyIMAGE  
 The Paper Filing Company

**Non registered trademarks:**

ZySEARCH  
 ZyALERT  
 ZyBASE  
 ZyFINDi  
 ZyBUILD  
 ZyBUILDi  
 M/ZySCAN  
 ZyIMPORT  
 ZyOCR  
 ZyFIELD  
 ZyEXPORT  
 ZyARCHIVE  
 ZyTIMER  
 ZDK  
 INDEX2000  
 ZyCOLD  
 ZyTIMER  
 MyZyLAB  
 ZyLAB The Paper Filing Company  
 ZyLAB Information Access Solutions  
 ZyIMAGE Exchange Connector  
 ZyIMAGE Information Access Platform

**Copyright registrations with the US Copyright Office**

Work	Reg.No.	Country of Reg.	Date of Reg. or App.
ZyINDEX	534 683	USA	27 aug 1992
ZyINDEX 4.0 for Dos	621 041	USA	22 feb 1994
ZyINDEX Toolkit for Windows and Dos	621 040	USA	22 feb 1994
ZyINDEX for Windows	628 052	USA	22 feb 1994
ZyIMAGE	628 052	USA	22 feb 1994
M/ZyIMAGE	628 052	USA	22 feb 1994
M/ZySCAN 4.0	705 111	USA	20 nov 1995
ZyPUBLISH 2.0	705 112	USA	20 nov 1995
ZySCAN 4.1	705 113	USA	20 nov 1995
ZyFILE 1.1	704 985	USA	20 nov 1995
ZySCHEDULE	163 738	USA	20 nov 1995
ZyIMAGE 5.0	6 320 844	USA	31 mrt 2005
ZyIMAGE Enterprise Web Server including ZyALERT 5.0	6 320 843	USA	31 mrt 2005
ZyIMAGE Application Integrator 5.0	6 320 845	USA	31 mrt 2005

**Domain names**

1. MyZyLAB.co.uk
2. MyZyLAB.com
3. ZyLAB.COM.AU
4. DEMO.ZyLAB.com
5. IRT.nl
6. ZyLAB.co.uk
7. ZyLAB.com
8. ZyLAB.de
9. ZyLAB.es
10. ZyLAB.fr
11. ZyLAB.nl
12. DEMO.ZyLAB.nl
13. MyZyLAB.net
14. MyZyLAB.nl
15. THEPAPERFILINGCOMPANY.net
16. THEPAPERFILINGCOMPANY.org
17. ZyALERT.net
18. ZyARCHIVE.com
19. ZyARCHIVE.net
20. ZyFIND.net
21. ZyINDEX.net
22. ZyLAB.net
23. ZyLAB-AP.com
24. ZyLAB-AP.net
25. ZyLAB-ME.com
26. ZyLAB-ME.net
27. ZyLAB-SA.com
28. ZyLAB-SA.net
29. ZyPUBLISH.com
30. ZyPUBLISH.net
31. ZySCAN.com
32. ZySCAN.net
33. THEPAPERFILINGCOMPANY.info
34. ZyFIND.com
35. ZyIMAGE.com
36. ZyINDEX.com
37. ZyLAB.biz
38. ZyLAB.info
39. ZyLAB.org
40. ZyLAB.us
41. ZyLAB.ws
42. PARTNER.ZyLAB.com
43. PARTNER.ZyLAB.nl
44. SUPPORT.ZyLAB.com
45. SUPPORT.ZyLAB.nl
46. MyZyLAB.es
47. THEPAPERFILINGCOMPANY.biz
48. THEPAPERFILINGCOMPANY.co.aus
49. THEPAPERFILINGCOMPANY.com
50. ZyALERT.com
51. ZyINDEX.eu
52. ZyLAB.com.sg
53. ZyLAB.eu
54. ZyLAB.sa
55. ZyLAB.ap
56. ZyLAB.me

57. eDiscovery.nl
58. ZyLAB.DK
59. ZyLAB.TR
60. THEPAPERFILINGCOMPANY.eu
61. ZyALERT.eu
62. ZySCAN.eu
63. ZyFIND.eu
64. ZyPUBLISH.eu
65. MyZyLAB.eu
66. ZyIMAGE.eu
67. e-discovery.nl

**Source codes**

As obtained from ZyLAB International Inc in 2002:

1. HAPI16
2. HAPI32
3. ZDK source code as maintained by Global Securities Information Inc.
4. ZyINDEX 16 bit including of ZyPUBLISH
5. ZyIMAGE 16 bit including of ZyPUBLISH

And all source codes, documentation (technical and user), training material, support information and knowledge bases related and stored on the ZyLAB development servers such as but not limited to the following ZyLAB software products and services:

1. ZyIMAGE Information Access Platform
2. ZyIMAGE Basic License
3. ZyIMAGE Workstation and Concurrent licences
4. ZyIMAGE OCR Engines: Basic, Global, Professional, International Global Professional, Arabic, Asian.
5. ZyIMAGE Bar Code Recognition
6. ZyIMAGE XML Wrapper Module
7. ZyIMAGE Advanced Security Module
8. ZyIMAGE Audit Trail Module
9. ZyIMAGE Visualisation Module
10. ZyIMAGE Webservice
11. ZyIMAGE Enterprise Webservice
12. ZyIMAGE Correspondence Management for MS-Outlook
13. ZyIMAGE Contract Management for MS-Outlook
14. ZyIMAGE Project Management for MS-Outlook
15. ZyIMAGE Commercial Licenses
16. All ZyLAB Software listed under ZyIMAGE Authorized Dealer
17. ZyIMAGE Database Fields Module
18. ZyIMAGE Bates Stamping Module
19. ZyIMAGE eDiscovery
20. ZyIMAGE Workflow
21. ZyIMAGE Records Management Application
22. ZyIMAGE Document Management
23. ZyIMAGE Exchange Connector
24. ZyALERT
25. ZyPUBLISH
26. ZyIMAGE Application Integrator
27. ZyIMAGE Enterprise Server Suite
28. ZyIMAGE Workflow Scripting
29. ZyIMAGE Developers SLA (required for ZyIMAGE Webservice screen modifications)
30. ZyIMAGE Screen Scraper
31. ZyIMAGE Archiving Plug in's for MS Office (Outlook, Word and Excel)



32. ZyIMAGE Professional Text Mining
33. ZyIMAGE Translation Software
34. ZyIMAGE Scheduler
35. myZyLAB hosting environments.
36. ZyLAB Dataroom and Document Review hosting environment.
37. ZyLAB Electronic Disclosure Systems.
38. ZyIMAGE Professional Services such as but not limited to installations, technical support, consultancy, trainings, customizations, etc.
39. ZyIMAGE Document Conversion Services such as but not limited to hosting, scanning, email conversion, legacy conversion, OCR-ing, text mining, automatic translation, key fielding, etc.).

### **Algorithms and principles**

All algorithms and principles for all of the products and registrations as listed in this document including but not limited to:

1. Full-text search including fuzzy search and all related data structures, query methods and additional search tools,
2. Hit highlighting and hit navigation (image and text related),
3. CD, DVD, Internet, Intranet and Web server publishing,
4. Text-mining & visualization,
5. Content Management,
6. Capturing (scanning, electronic files, email, forms, clipping, cold),
7. Optical Character Recognition (OCR),
8. Image Enhancement,
9. Bar code recognition and document preprocessing,
10. Automatic document structuring tools (manual and automatic),
11. XML,
12. Annotations,
13. Redaction,
14. Bates Stamping,
15. Security,
16. Case management,
17. Taxonomies,
18. Automatic Alerting,
19. eDiscovery and eDisclosure,
20. Email management,
21. Professional Back Office management,
22. Workflow,
23. Records Management,
24. Search Federation,
25. Document Management,
26. Reporting & Auditing,
27. Printing,
28. Importing and Exporting,
29. Remote management (scheduling, monitoring, recovering and restarting),
30. Service Oriented Architecture,
31. Distributed and parallel processing,
32. Document conversion services (scanning, email, electronic files, hard disks, SAN's, NAS's, etc),
33. Customer support,
34. Software development,
35. Software testing,
36. Software documentation,
37. Professional Services such as Customer installations, Consultancy, Training and Customizations).
38. Integrations with 3<sup>rd</sup> party products and services

**Other Publications (unregistered)**

1. ZyINDEX Developer's Toolkit Programmer's Guide
2. ZyIMAGE Application Integrator Manual
3. ZyIMAGE User's Guide (Basic and Advanced)
4. ZyIMAGE Reference Manual
5. ZyIMAGE Training Manuals
6. ZyIMAGE Review Guides
7. ZyLAB White Papers
8. ZyLAB Case Studies
9. ZyLAB Sales Brochures
10. ZyLAB Art Work and Advertisements
11. ZyLAB Knowledge Base Articles
12. ZyLAB Competitor Analysis
13. ZyLAB Sales Demo's (collections of documents)
14. ROI Tools
15. ZyLAB Marketing Campaigns
16. All content on [www.zylab.com](http://www.zylab.com)
17. All content on [support.zylab.com](http://support.zylab.com)
18. All content on [partner.zylab.com](http://partner.zylab.com)
19. All content on [demo.zylab.com](http://demo.zylab.com)
20. All content on other websites managed by ZyLAB
21. All content on the ZyLAB Intranet Server (ISO 9001 procedures, controlled documents such as but not limited to pricing, quotations, acceptance letters, Statement of Work, contract templates, work instructions, etc.)
22. ZyLAB News Letters
23. ZyLAB Emailers

**Copyrighted Sales Tools (unregistered)**

1. ZyIMAGE Sales CD and DVD's (including but not limited to all Case Studies, White Papers, Campaigns, Sales Guides, Sales Brochures, Presentations, PPT's, Competitor analysis, Review Guides, Strategic White Papers, Advertisements, Art work, Fact Sheets, Press Releases, Product Sheets, ROI tools, and all sales demo's).
2. ZyIMAGE Sales Powerpoints
3. All ZyLAB Sales Demo's
4. ZyLAB ROI tools
5. ZyLAB Standard Quotations
6. ZyLAB Statement of Work templates
7. ZyLAB Best Practice Documentation

