

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
Marketfirst Software, Inc.		05/29/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CDC Software, Inc.		
Street Address:	2 Concourse Parkway, Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2632057	MARKETFIRST	
Registration Number:	2954048	MARKETFIRST	
Registration Number:	2810837	MARKETFIRST	
Registration Number:	2663516	MARKETFIRST	
Registration Number:	2663515	MARKETFIRST	
Registration Number:	2800546	MARKETFIRST	
CORRESPONDENCE DATA			
Fax Number:	(202)220-4201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2022204321		
Email:	ssmith@kenyon.com		
Correspondent Name:	Susan Smith		
Address Line 1:	1500 K Street, N.W., Suite 700		
Address Line 2:	Kenyon & Kenyon		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

CH \$165.00 2632057

ATTORNEY DOCKET NUMBER:	11115
NAME OF SUBMITTER:	Susan A. Smith
Signature:	/sas/
Date:	05/30/2008
Total Attachments: 1 source=MarketFirst assignment signed#page1.tif	

CONFIRMATION OF TRADEMARK ASSIGNMENT

This memorializes an assignment between **MarketFirst Software, Inc.**, a corporation organized under the laws of the State of Delaware ("Assignor"), to **CDC Software, Inc.**, a corporation organized under the laws of the State of Delaware, with an address at 2 Concourse Parkway, Suite 800, Atlanta, GA 30328 ("Assignee").


WHEREAS, as of August 1, 2007, Assignor owned all right, title, and interest in and to the mark MARKETFIRST and U.S. Trademark Reg. Nos. 2954048, 2632057, 2810837, 2663516, 2663515, and 2800546 for the mark (collectively, the "Subject Trademarks and Service Marks"), as well as all applications, registrations, and common law rights relating thereto, together with the goodwill of the portion of any business associated with the use of and/or symbolized by the Subject Trademarks and Service Marks; and

WHEREAS, on August 1, 2007, it was understood by the parties that Assignor assigned to Assignee all right, title, and interest in and to the Subject Trademark and Service Marks, as well as in and to all applications, registrations, and common law rights relating thereto, together with the goodwill of the portion of any business associated with the use of and/or symbolized by the Subject Trademarks and Service Marks; and

WHEREAS the parties are desirous of memorializing in this written instrument that prior transfer of all legal right, and wish it to be given the same force and effect as if executed earlier.

NOW, THEREFORE, for and in consideration of past good and valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby acknowledge and confirm, *nunc pro tunc*, that it did sell, assign, convey, and transfer to Assignee, as of August 1, 2007, Assignor's entire right, title, and interest in and to the Subject Trademark and Service Marks, as well as in and to all applications, registrations, and common law rights relating thereto, together with the goodwill of the portion of any business associated with the use of and/or symbolized by the Subject Trademarks and Service Marks, the same to be held and enjoyed by the Assignee as fully and entirely as the same would have held by Assignor had such Assignment not been made, which Assignment and transfer included any and all past and present rights which have accrued or may accrue to Assignor of any and all kind or nature incident or appertaining to the Subject Trademarks and Service Marks, including the right to sue for and recover any accrued damages for infringement occurring prior to assignment of the Subject Trademarks and Service Marks or prior to the execution of this instrument, those rights to be held and enjoyed by Assignee, its successors, and/or its assigns.

MARKETFIRST SOFTWARE, INC:



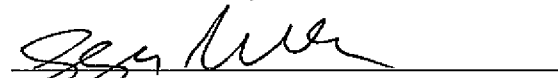
Signature
Derrick D. Anderson

Printed Name
Secretary

Title
5/29/08

Date

CDC SOFTWARE, INC:



Signature
GREGOR MORELIA

Printed Name
CONTROLLER

Title
5/29/08

Date