

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
ASP-ONE, Inc.		09/10/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Apptix Acquisition Subsidiary, Inc.		
Street Address:	13461 Sunrise Valley Drive, Suite 300		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2514070	ASP-ONE	
Registration Number:	2514071	YOUR WORLD WIDE WORKPLACE	
CORRESPONDENCE DATA			
Fax Number:	(202)842-7899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2028427800		
Email:	mobleysg@cooley.com		
Correspondent Name:	Peter J. Willsey		
Address Line 1:	777 6th St., N.W., Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	306908-20000		
NAME OF SUBMITTER:	Susan Mobley		
Signature:	/Susan Mobley/		
Date:	06/02/2008		

CH \$65.00 2514070

Total Attachments: 11

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ASSET PURCHASE AGREEMENT

BY AND AMONG

APPTIX ASA,

APPTIX, INC.,

APPTIX ACQUISITION SUBSIDIARY, INC.,

ASP-ONE, INC.

AND

HENRI GANANCIA

Dated as of September 10, 2004

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EXHIBITS

- Exhibit A Form of Bill of Sale, Assignment and Assumption Agreement
- Exhibit B Form of Trademark Assignment
- Exhibit C Form of Seller Non-Competition and Confidentiality Agreement
- Exhibit D Form of Consulting Services Agreement
- Exhibit E Form of Consultant Non-Competition and Confidentiality Agreement

This **ASSET PURCHASE AGREEMENT** (this "**Agreement**") dated as of September 10, 2004, is by and among **APPTIX, ASA**, a Norwegian corporation ("**Parent**") **APPTIX, INC.**, a Florida corporation and a wholly owned subsidiary of Parent ("**Apptix**"), **APPTIX ACQUISITION SUBSIDIARY, INC.**, a Delaware corporation and wholly-owned subsidiary of Apptix ("**Acquisition Sub**"), **ASP-ONE, INC.**, a Delaware corporation ("**ASP-One**"), and Henri Ganancia, the sole stockholder of ASP-One ("**Stockholder**").

WHEREAS, ASP-One is in the business of hosting and managing websites and software applications (the "**ASP-One Business**");

WHEREAS, subject to the terms and conditions set forth in this Agreement, ASP-One wishes to sell to Acquisition Sub, and Acquisition Sub wishes to purchase from ASP-One, substantially all of the assets that are used, in the operation of the ASP-One Business, all as identified or described herein, and ASP-One wishes to transfer to Acquisition Sub, and Acquisition Sub has agreed to assume, certain of ASP-One's obligations and liabilities associated with the ASP-One Business, and in connection therewith the parties hereto wish to make certain agreements related to such purchase, sale, assignment and assumption; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and the representations, warranties, covenants, agreements, conditions and promises contained herein and therein, the parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS; CLOSING

1.1 Purchase and Sale of Acquired Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, ASP-One shall sell, transfer, assign and deliver to Acquisition Sub, and relinquish to Acquisition Sub in perpetuity, free and clear of all Encumbrances (as defined in Section 3.1(g)), all right, title and interest in and to all of the Acquired Assets. As used in this Agreement, the term "**Acquired Assets**" means all of the assets, properties, goodwill and rights of ASP-One of every kind and nature, real, personal or mixed, tangible or intangible, owned, used or held for use by ASP-One, relating to, or used in connection with, the operation of, the ASP-One Business including, without limitation, the following, but excluding, however, such assets, rights and properties that constitute the Excluded Assets (as defined in Section 1.2):

(a) All right, title and interest of ASP-One in, to and under all written or oral contracts, agreements, guaranties, understandings, deeds, mortgages, indentures, leases, licenses, commitments, undertakings or other documents or instruments relating to the ASP-One Business, including those listed in Section 1.1(a) of the Disclosure Schedule (the "**Assumed Contracts**");

(l) any and all Liabilities of ASP-One or any of its Affiliates arising out of, relating to or resulting from any obligation to indemnify any person or entity (including officers and directors of ASP-One) (other than as specifically set forth in any of the Assumed Contracts);

(m) any and all Liabilities of ASP-One or any of its Affiliates arising under this Agreement or any of the Related Agreements;

(n) any and all other Liabilities attributable to the Excluded Assets; and

(o) any and all other Liabilities of ASP-One or any of its Affiliates that are not Assumed Liabilities.

1.5 Closing. The closing of the transactions contemplated by this Agreement (the “**Closing**”) will take place at 11:00 a.m. (Eastern time) on September 10, 2004 (the “**Closing Date**”), unless another date is agreed to in writing by the parties. The Closing shall take place at the offices of Katten Muchin Zavis Rosenman, Thomas Jefferson Street, N.W., East Lobby, Suite 700, Washington, D.C. 20007, unless another time or place is agreed to in writing by the parties. As used herein, the term “**Business Day**” shall mean any day other than a Saturday, Sunday or day on which banks are permitted to close in the City and State of New York. All transactions contemplated to take place at the Closing shall be deemed to be effective as of 12.01 a.m. on the Closing Date (the “**Effective Time**”) and events taking place, and periods ending after the Effective Time shall be deemed to have taken place, or ended, after the Closing.

1.6 Closing Deliveries. At the Closing, the parties shall execute and deliver the following documents:

(a) ASP-One and Acquisition Sub shall execute and deliver the bill of sale, assignment and assumption agreement in the form of **Exhibit A** attached hereto (the “**Bill of Sale, Assignment and Assumption Agreement**”) pursuant to which ASP-One will transfer and assign to Acquisition Sub certain of the Acquired Assets and Acquisition Sub will assume the Assumed Liabilities;

(b) ASP-One shall execute and deliver one or more trademark assignments in substantially the form of **Exhibit B** attached hereto (the “**Trademark Assignment**” and together with the Bill of Sale, Assignment and Assumption Agreement, the “**Transfer Documents**”);

(c) ASP-One shall execute and deliver a non-competition and confidentiality agreement in substantially the form of **Exhibit C** attached hereto (the “**Seller Non-Competition and Confidentiality Agreement**”) pursuant to which ASP-One shall covenant, among other things, not to engage in any Competitive Business (as defined therein) for the term set forth therein;

(d) Apptix shall execute and deliver an employment letter with each of the Transferred Employees (the “**Employment Letters**”), pursuant to which Apptix shall retain such Transferred Employee on terms and conditions, and with the benefits and obligations set forth

(i) **Real Property - Owned or Leased.** Section 3.1(i) of the Disclosure Schedule contains a list and brief description of (i) all real property leased by ASP-One together with all buildings and other structures and material improvements located on such real property used in any way in connection with the operation of the ASP-One Business (the “**Leased Real Property**”) and (ii) with respect to each lease covering the Leased Real Property (collectively, the “**Leases**”), (A) the name of the lessor, (B) any requirement of consent of the lessor to assignment (including assignment by way of merger or change of control) (C) the termination date of the Lease, (D) notice requirements with respect to termination, (E) the annual rental payment thereunder, and (F) any renewal or purchase terms thereof. ASP-One is the owner and holder of all the leasehold estates purported to be granted by each Lease, and all Leases are in full force and effect and constitute valid and binding obligations of ASP-One. ASP-One has made available to Aptix true and complete copies of all Leases. Except as set forth in Section 3.1(i) of the Disclosure Schedule, all improvements included in the Leased Real Property are in good operating condition and repair in all material respects (ordinary wear and tear excepted) and there does not exist any condition which interferes with the economic value or use of such property and improvements.

(j) **Intellectual Property.**

(i) Except as set forth in Section 3.1(j)(i)(1) of the Disclosure Schedule, ASP-One has good and valid title to, and owns free and clear of all Encumbrances, has the exclusive right to use, sell, transfer, license (or sublicense), transmit, broadcast, deliver (electronically or otherwise) and dispose of, and has the right to bring actions for the infringement of, all Intellectual Property Rights set forth in Section 3.1(j)(i)(2) of the Disclosure Schedule (collectively, the “**ASP-One IP Rights**”), and the rights listed on Schedule 3.1(j)(i)(2), together with the ASP-One IP Rights licensed for use by ASP-One and set forth on Schedule 3.1(j)(vii) of the Disclosure Schedule, constitute all of the IP Rights necessary for the operation of the ASP-One Business in the Ordinary Course as presently conducted;

(ii) Except as set forth in Section 3(j)(ii) of the Disclosure Schedule, the execution, delivery and performance of this Agreement and the Related Agreements and the consummation of the other transactions contemplated hereby or thereby, will not breach, violate or conflict with any instrument or agreement governing any ASP-One IP Rights in any material respect, will not cause the forfeiture or termination or give rise to a right of forfeiture or termination of any ASP-One IP Right or materially impair the right of ASP-One or Acquisition Sub to use, sell, license (or sublicense), transmit, broadcast, deliver (electronically or otherwise) or dispose of, or to bring any action for the infringement of, any ASP-One IP Right or portion thereof;

(iii) To the knowledge of ASP-One (as used in this Agreement, “**the knowledge of ASP-One**”) shall mean knowledge of those facts that are known or, in the absence of independent investigation, reasonably should be known, by the officers and directors of ASP-One), there are no royalties, honoraria, fees or other payments payable by ASP-One to any person by reason of the ownership, use, license (or sublicense),

settlements or similar obligations relating to any ASP-One IP Rights to which ASP-One is a party or otherwise bound (collectively, the “**License Agreements**”), indicating for each the title, the parties, date executed, whether or not it is exclusive and the Intellectual Property Rights covered thereby. The License Agreements are valid and binding obligations of ASP-One, enforceable in accordance with their terms, and, to the knowledge of ASP-One, there exists no event or condition which will result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default by ASP-One under any such License Agreement;

(viii) All Trademarks of ASP-One that constitute ASP-One IP Rights have been in continuous use by ASP-One. To the knowledge of ASP-One, except as set forth in Section 3.1(j)(viii) of the Disclosure Schedule, there has been no prior use of such Trademarks by any third party which would confer upon said third party superior rights in such Trademarks; and

(ix) As used herein, the term “**Intellectual Property Rights**” shall mean all intellectual property rights worldwide, including, without limitation, trademarks, service marks, trade names, service names, URLs and Internet domain names and applications therefor (and all interest therein), designs, slogans and general intangibles of like nature, together with all goodwill related to the foregoing (including any registrations and applications for any of the foregoing) (collectively, “**Trademarks**”); patents (including any registrations, continuations, continuations in part, renewals and applications for any of the foregoing) (collectively, “**Patents**”); copyrights (including any registrations, applications and renewals for any of the foregoing (collectively, “**Copyrights**”); computer programs and other computer software (including, but not limited to the software); databases; technology, trade secrets and other confidential information, know-how, proprietary technology, processes, formulae, algorithms, models, user interfaces, customer lists, inventions, source codes and object codes and methodologies, architecture, structure, display screens, layouts, development tools, instructions, templates, marketing materials, inventions, trade dress, logos and designs and all documentation and media constituting, describing or relating to the foregoing (collectively, “**Trade Secrets**”).


(k) **Software.**

(i) Section 3.1(k) of the Disclosure Schedule sets forth a true and complete list of all material software programs and applications licensed by ASP-One from any third party and used by ASP-One in the operation of the ASP-One Business (the “**Licensed Software**”).

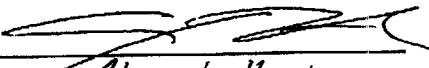
(ii) The Licensed Software is validly held and used by ASP-One, as applicable, and may be used by ASP-One pursuant to the applicable license agreement with respect thereto without further consent of or notice to any third party. Each of the license agreements relating to the Licensed Software is valid and binding obligations of ASP-One and, to the knowledge of ASP-One of the licensor thereunder, enforceable in accordance with their terms, and there exists no event or condition which will result in a

IN WITNESS WHEREOF, each of the parties hereto has caused this Asset Purchase Agreement to be executed on its behalf as of the day and year first above written.

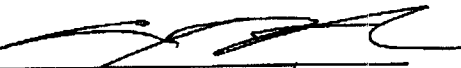
APPTIX ASA

By: 
Name: Alexander Hawkinson
Title: President

APPTIX, INC.

By: 
Name: Alexander Hawkinson
Title: President and CEO

**APPTIX ACQUISITION
SUBSIDIARY, INC.**

By: 
Name: Alexander Hawkinson
Title: President

ASP-ONE, INC.

By: _____
Name: _____
Title: _____

STOCKHOLDER

By: _____
Name: Henri Ganancia

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[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, each of the parties hereto has caused this Asset Purchase Agreement to be executed on its behalf as of the day and year first above written.

APPTIX ASA

By: _____
Name: _____
Title: _____

APPTIX, INC.

By: _____
Name: _____
Title: _____

**APPTIX ACQUISITION
SUBSIDIARY, INC.**

By: _____
Name: _____
Title: _____

ASP-ONE, INC.

By: Henri Ganancia
Name: Henri Ganancia
Title: President / CEO

STOCKHOLDER

By: Henri Ganancia
Name: Henri Ganancia

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[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made by ASP-One, Inc., a Delaware corporation ("Assignor"), to Apptix Acquisition Subsidiary, Inc., a Delaware corporation ("Assignee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby assign unto Assignee, Assignor's entire right, title and interest in and to the trademarks listed in Exhibit A attached hereto (the "Marks") in the United States and all foreign countries, including all common law rights, all registrations and applications for registration thereof, and in and to the goodwill symbolized by the Marks, for Assignee's own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, together with all claims for damages by reasons of past infringement of the Marks, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

ASSIGNOR HEREBY AGREES to take all actions, and to execute and deliver all additional instruments and documents, as Assignee may reasonably request for the purpose of carrying out this Assignment and the transactions contemplated hereby including, but not limited to, all instruments and documents necessary to transfer the Marks in the United States and any foreign countries.

ASSIGNOR HEREBY COVENANTS that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed this 10th day of September, 2004.

ASP-ONE, INC.

By: *Francis Lefebvre*
Name: Francis Lefebvre
Title: President / CEO

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Section 3.1 (j)(vi) – List of Patents, Trademarks and Copyrighted Materials

Type	Country	Mark	Date	Class(es)	Registration #
Servicemark	US	ASP-One Your World Wide	12/4/2001	42	2514070
Servicemark	US	Workplace	12/4/2001	42	2514071
Trademark	Japan	<u>Biz@Large</u>	7/27/2001	9,42	4494005
Trademark	EU	<u>Biz@Large</u>	9/2/2001	9,42	1390012
Trademark	China	<u>Biz@Large</u>	8/7/2001	42	1615878
Trademark	Canada	<u>Biz@Large</u>	5/10/2002		TMA561,797
Trademark	Singapore	<u>Biz@Large</u>	5/18/1999	9	T99/13118B
Trademark	Singapore	<u>Biz@Large</u>	5/18/1999	42	T99/13119J
Trademark	Australia	<u>Biz@Large</u>	8/11/2000	9,42	814848