

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Attachmate Corporation		06/30/2008	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Scalable Software, Ltd.		
<b>Street Address:</b>	2 Sheen Road		
<b>Internal Address:</b>	Gainsborough House		
<b>City:</b>	Richmond		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	TW9 1AE		
<b>Entity Type:</b>	Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2838493	WININSTALL	
Registration Number:	2797620	IT'S MORE THAN JUST PACKAGING!	
Registration Number:	3000587	ONDEMAND SOFTWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2129093078		
<b>Email:</b>	szablocki@kirkland.com		
<b>Correspondent Name:</b>	Susan Zablocki; Kirkland & Ellis, LLP		
<b>Address Line 1:</b>	153 East 53rd Street		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	42131-1 SZ		
<b>DOMESTIC REPRESENTATIVE</b>			

CH \$90.00 2838493

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Susan Zablocki
Signature:	//susan zablocki//
Date:	06/30/2008

**Total Attachments: 4**  
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## ASSIGNMENT OF TRADEMARK

This Assignment of Trademark dated as of the 30th day of June 2008 is by and between ATTACHMATE CORPORATION, a Washington corporation, having its principal offices at 1500 Dexter Avenue North, Seattle, WA 98109 ("Assignor") and SCALABLE SOFTWARE LTD. ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated June 24, 2008 (the "APA");

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing of the transaction contemplated by the APA;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, its full and entire right, title and interests in and to the trademark registrations and the trademarks set forth on Exhibit A (collectively, the "Marks and Registrations"), the right to receive royalties or other income payable as compensation for the exploitation of the Marks and Registrations and the attendant goodwill symbolized by the Marks and Registrations, the same to vest in Assignee including, without limitation, (i) the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Marks and Registrations, which actions and claims arose prior to or after the Closing Date hereof; and (ii) the right to the Registrations of all the Marks in the United States, and the right to apply for registrations thereof in all foreign jurisdictions in the world which register trademarks.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office, so as to establish Assignee as owner of record of the Marks and Registrations in the United States.

This Assignment shall be binding upon and enforceable against and inure to the benefit of the heirs, legatees, executors, administrators, successors and assigns of the undersigned.

This Assignment is made pursuant to and shall be subject to the APA and Assignee shall be entitled to the benefits of such APA.

This Assignment may be executed in one or more counterparts, each of which shall be an original, but together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have has caused this instrument to be executed on the date first written above.

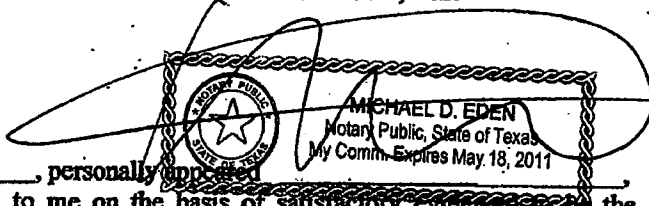
ATTACHMATE CORPORATION

"ASSIGNOR"

Dated: June 26, 2008 By: \_\_\_\_\_

Charles Sansbury, Chief Financial Officer  
Print Name, Title

State of Texas )  
County of Tarrant ) SS:



On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.

SCALABLE SOFTWARE LTD.

"ASSIGNEE"

Dated: \_\_\_\_\_, 2008 By: \_\_\_\_\_

Print Name, Title

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.

*(Trademark Assignment)*

IN WITNESS WHEREOF, Assignor and Assignee have has caused this instrument to be executed on the date first written above.

ATTACHMATE CORPORATION  
"ASSIGNOR"

Dated: \_\_\_\_\_, 2008 By: \_\_\_\_\_

Charles Sansbury, Chief Financial Officer  
Print Name, Title

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument:

SCALABLE SOFTWARE LTD.  
"ASSIGNEE"



Dated: \_\_\_\_\_, 2008 By: \_\_\_\_\_

MJ CRESSWELL, CEO  
Print Name, Title

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.

*(Trademark Assignment)*

EXHIBIT A

WININSTALL TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Classes</u>	<u>Country</u>
WinInstall	2838493	International Class: 009 computer programs for installing other programs across local and wide area networks	USA
It's More Than Just Packaging!	2797620	International Class: 009 Downloadable computer software for installing other programs across local and wide area networks	USA
On Demand Software	3000587 003012903	International Class: 009 Downloadable computer software for installing other programs across local and wide area networks	USA CTM