

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
iParadigms, Inc.		07/09/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	iParadigms, LLC		
Street Address:	1624 Franklin Street		
Internal Address:	Suite 818		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2812598	TURNITIN	
Registration Number:	2842605	IP IPARADIGMS	
Registration Number:	3018444	ITHENTICATE	
CORRESPONDENCE DATA			
Fax Number:	(212)728-8111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdept@willkie.com		
Correspondent Name:	Fara Sunderji c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	113510.00042		
NAME OF SUBMITTER:	Fara Sunderji		
Signature:	/farasunderji/		

CH \$90.00 2812598

Date:

07/16/2008

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of July 9, 2008 by and among iParadigms, Inc., a California corporation, also known as iParadigms (“Assignor”), and iParadigms, LLC, a California limited liability company (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to that certain Asset Transfer Agreement between Assignor and Assignee, dated as of April 3, 2001 (the “Agreement”), Assignor has assigned to Assignee all of Assignor’s right, title and interest in and to the trademarks identified in the attached Schedule 1, and all applications and registrations pertaining thereto, and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said marks, all such rights existing in any jurisdiction (collectively, the “Marks”) and the Parties wish to record such assignment in the U.S. Patent and Trademark Office;

WHEREAS, Assignor and Assignee are parties to that certain Agreement and Plan of Merger, by and among the Assignor, the Assignee, iParadigms Acquisition LLC and iParadigms Holdings LLC (the “Purchaser”), dated as of July 9, 2008 (the “Merger Agreement”);

WHEREAS, Section 6.4 of the Merger Agreement requires that Assignor execute this confirmatory Trademark Assignment;

WHEREAS, consummation of the Merger Agreement was conditioned upon, *inter alia*, the execution and delivery of this Trademark Assignment, and this Trademark Assignment was an essential part of the consideration for which the Purchaser is willing to enter into the Merger Agreement and to consummate the transactions contemplated thereby; and

NOW, THEREFORE, in consideration of the premises set forth above, in the Agreement and in the Merger Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Pursuant to the Agreement, Assignor, as beneficial owner, does hereby sell, assign, convey, transfer and deliver to Assignee, its successors, assigns, and legal representatives, absolutely and not as collateral security, without recourse, except as expressly provided in the Agreement, all of Assignor’s right, title and interest in and to the Marks throughout the world (including any common law rights that may exist and are associated therewith), together with the goodwill symbolized by the Marks, including the right to bring an action or proceeding at law or inequity or before any governmental authority for any past, present or future infringement, misappropriation, unauthorized use, dilution or violation of any of the Marks, or to prevent another person or entity from obtaining any trademark that might be detrimental to the rights assigned herein, and to collect all damages, awards, settlements and proceeds relating to the Marks, the registrations and applications for registration thereof, and all the benefit of the Marks, and Assignee hereby accepts such assignment, sale, conveyance, transfer or delivery.

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2. Assignor hereby agrees to execute such additional documents as Assignee may reasonably request to register and otherwise give full effect to and perfect the rights of Assignee under this Trademark Assignment in and to the Marks worldwide. Assignor authorizes the Director of the United States Patent & Trademark Office to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Trademark Assignment.

3. This Trademark Assignment may be executed simultaneously in separate counterparts (including, by facsimile), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4. This Trademark Assignment is subject to all the terms and conditions of the Agreement. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Marks.

5. Any amendment or supplementation of this Trademark Assignment shall be effective only if in writing signed by each of the Parties hereto.

6. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to the choice of law principles thereof.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as a sealed instrument by their duly authorized officer as of the date first written above.

ASSIGNOR: iParadigms, Inc.,
a California corporation
Signature: [Signature]
Print Name: John M. Barrie
Title: Chief Executive Officer

NOTARIZATION

On this 7 day of JULY, 2008, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of ASSIGNOR and executed this document of his/her own free will.

Signature of Notary (Seal)
My Commission Expires: _____

See attached

ASSIGNEE: iParadigms, LLC,
a California limited liability company
Signature: [Signature]
Print Name: John M. Barrie
Title: Chief Executive Officer and Manager

On this ____ day of _____, 2008, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary (Seal)
My Commission Expires: _____

See attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco }

On July 7, 2008 before me, Cynthia MacDonald, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John M. Barrie
Name(s) of Signer(s)

who 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 the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cynthia MacDonald
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

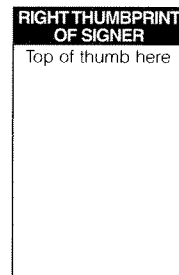
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

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WITNESS my hand and official seal.

Signature Cynthia MacDonaed

Signature of Notary Public

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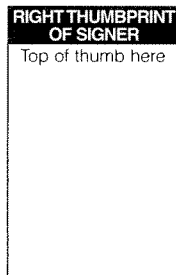
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

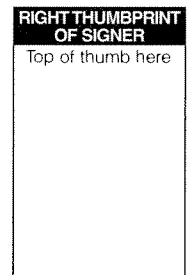
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

SCHEDULE 1

Marks

Mark	Registration No.	Date Registered
TURNITIN	2,812,598	2/10/2004
IPARADIGMS (and design)	2,842,605	5/18/2004
ITHENTICATE	3,018,444	11/22/2005