

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reasoning Inc.		11/03/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Reasoning, LLC		
Street Address:	530 Laurel Street		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2139097	REASONING	
Registration Number:	2140969	R	
Registration Number:	2144613	REASONING	
Registration Number:	2140968	R	
CORRESPONDENCE DATA			
Fax Number:	(650)938-5200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Connie L. Ellerbach		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	23267-00070 REASONING		
NAME OF SUBMITTER:	Connie L. Ellerbach		

CH \$115.00 2139097

Signature:

/cle1087/

Date:

08/25/2008

Total Attachments: 3

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Exhibit E

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made and entered into as of November 3, 2006, by Reasoning Inc., a California corporation having its principal place of business at 325 Sharon Park Drive, Suite 310, Menlo Park, CA 94025 ("*Assignor*"), for the benefit of Reasoning, LLC, a California limited liability company having its principal place of business at 530 Laurel Street, Menlo Park, California 94025 ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase and Assignment Agreement, dated as of November 3, 2006 (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire the Purchased Assets (as defined in the Agreement), including all of Assignor's right, title and interest in and to all of the trademarks (together with the goodwill associated with and symbolized by them) as set forth in the Purchase Agreement, including, without limitation, those trademarks, and applications and/or registrations listed in Schedule 1 hereto (all such trademarks referred to collectively as the "*Assigned Trademarks*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. **Assignment.** Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of Assigned Trademarks, and all registrations that have been or may be granted for any of Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present, and past infringements of Assigned Trademarks and to fully and entirely stand in the place of Assignor in all matters related to Assigned Trademarks.

2. **Further Assurances.** Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

3. **Miscellaneous.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of California. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the day and year first written above.

ASSIGNOR

REASONING INC.

By: *Julia A. O'Connor*
Name: JULIA A. O'CONNOR
Title: CHIEF FINANCIAL OFFICER

STATE OF CALIFORNIA

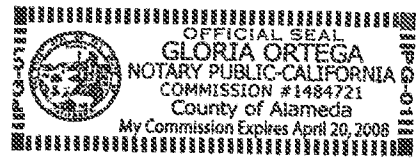
COUNTY OF SAN MATEO

On this 3RD day of November 2006, before me, a Notary Public in and for said State, personally appeared JULIA A. O'CONNOR, 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal, *Gloria Ortega*
Notary Public

My commission expires: APRIL 20, 2008

Dated: NOVEMBER 3RD, 2006



ACKNOWLEDGED AND AGREED TO BY:

ASSIGNEE

REASONING, LLC

By: *John A. Shandler*
Name: JOHN A SHANDLER
Title: MANAGER

Seller
Buyer

**Schedule I
to
Trademark Assignment**

Mark	Country	Class	Application Number	Application Date	Registration Number	Registration Date	Status
R (and Design)	United States	09	75/263,776	3/25/1997	2,140,969	3/3/1998	Registered
R (and Design)	United States	42	75/263,774	3/25/1997	2,140,968	3/3/1998	Registered
REASONING	Argentina	42	2,104,237	9/19/1997	1,706,086	11/20/1998	Registered
REASONING	Argentina	9	2,104,236	9/19/1997	1,706,085	11/20/1998	Registered
REASONING	Brazil	42	820,269,476	9/24/1997	820,269,476	9/9/2003	Registered
REASONING	Canada		850,386	6/10/1997	TMA517,278	9/29/1999	Registered
REASONING	European Union	9, 42	604,892	8/12/1997	604,892	9/21/1999	Registered
REASONING	Israel	09	113,160	6/25/1997	113,160	7/6/1998	Registered
REASONING	Israel	42	113,161	6/25/1997	113,161	7/6/1998	Registered
REASONING	Japan		9-139,195	7/18/1997	4,332,474	11/5/1999	Registered
REASONING	Mexico	42	307,383	9/10/1997	640,263	7/27/2000	Registered
REASONING	Mexico	9	307,382	9/10/1997	665,354	7/27/2000	Registered
REASONING	United States	09	75/262,800	3/24/1997	2,139,097	2/24/1998	Registered
REASONING	United States	42	75/263,876	3/25/1997	2,144,613	3/17/1998	Registered
SOFTWARE INSPECTED BY REASONING (and Design)	Canada	1,231,071	9/17/2004				Pending
SOFTWARE INSPECTED BY REASONING (and Design)	European Union	09, 42	4,032,025	9/17/2004	004,032,025	07/14/2006	Registered
SOFTWARE INSPECTED BY REASONING (and Design)	India	09	1,309,696	9/17/2004	Pending		
SOFTWARE INSPECTED BY REASONING (and Design)	Japan	09	2004/90,960	9/17/2004	4,899,823	10/7/2005	Registered
SOFTWARE INSPECTED BY REASONING (and Design)	United States	A	78/386,382	3/17/2004			Pending