

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/24/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cohesia Corporation		05/24/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Powerway-Cohesia, Inc.
Street Address:	429 N. Pennsylvania St.
Internal Address:	Suite 400
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2625715	INTELLIDOC

CORRESPONDENCE DATA

Fax Number: (317)592-5453
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3172362100
 Email: ipdocket@icemiller.com
 Correspondent Name: Mark C. Reichel, Ice Miller LLP
 Address Line 1: One American Square
 Address Line 2: Suite 2900
 Address Line 4: Indianapolis, INDIANA 46282

ATTORNEY DOCKET NUMBER:	T03728-US-00 (26310.0002)
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NAME OF SUBMITTER:	Mark C. Reichel
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OP \$40.00 2625715

Signature:

/Mark C. Reichel/

Date:

10/21/2008

Total Attachments: 4

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EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER
BY AND AMONG
COHESIA CORPORATION,
CERTAIN STOCKHOLDERS OF COHESIA CORPORATION,
POWERWAY, INC.
AND
POWERWAY-COHESIA, INC.
DATED AS OF MAY 14, 2007

634405.6

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), is made and entered into as of May 24, 2007, by and among COHESIA CORPORATION, a Delaware corporation (the "Company"), POWERWAY, INC., an Indiana corporation ("Powerway"), POWERWAY-COHESIA, INC., an Indiana corporation ("Subsidiary," and collectively with Powerway, "Buyer"), and each of the Stockholders.

1. DEFINITIONS

For purposes of this Agreement, capitalized terms have the meanings specified or referred to in Appendix A hereto.

2. TRANSACTION

2.1 MERGER

Subject to the terms and conditions of this Agreement, the Company shall merge with and into Subsidiary (the "Merger") at the Effective Time. Subsidiary shall be the corporation surviving the Merger (the "Surviving Corporation").

2.2 CLOSING; EFFECTIVE TIME

The closing of the transactions contemplated by this Agreement (the "Closing") will take place at 10:00 A.M. local time as soon as practicable after the satisfaction or waiver of all conditions to the obligations of the parties to consummate the transactions contemplated by this Agreement, at the offices of Powerway, or such other time and/or place as the parties may agree. The date on which the Closing actually occurs is referred to herein as the "Closing Date." On the Closing Date, the Surviving Corporation shall cause the Plan of Merger in the form attached hereto as Exhibit A (the "Plan of Merger") to be filed with the Secretary of State of the State of Indiana and shall make all other filings or recordings required by applicable Legal Requirements in connection with the Merger, including, but not limited to, the filing of a certificate of merger with the Secretary of State of the State of Delaware. The Merger shall become effective at such time as the Plan of Merger is duly filed with the Secretary of State of the State of Indiana (the "Effective Time").

2.3 EFFECT OF THE MERGER

At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Plan of Merger and applicable law. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Time:

(a) Title to all Property of the Company shall vest in the Surviving Corporation without reversion or impairment, and all obligations of the Company shall become the obligations of the Surviving Corporation.

(b) The articles of incorporation of the Surviving Corporation shall be the articles of incorporation of Subsidiary in effect at the Effective Time.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

COHESIA CORPORATION

By: [Signature]
Name: Jim R. [unclear]
Title: PRESIDENT & CEO

POWERWAY, INC.

By: [Signature]
Name: H. DAVE CHAMBLISS
Title: CEO

POWERWAY-COHESIA, INC.

By: [Signature]
Name: H. DAVE CHAMBLISS
Title: CEO

Stockholder Counterpart Signature Page Follows

SCHEDULE 3.24

INTELLECTUAL PROPERTY

The Company has created the concepts of the Management of Specifications and Standards® ("MASS®") and the Specification Definition Language® ("SDL®"). The Company has also developed the following items of intellectual property which embody and/or implement MASS® and/or SDL®. These items can be viewed as the building blocks or platforms.

1. Specification Definition Language® version 6.X and such of the elements of version 6.X as exist as of the date of the Agreement, including (i) the language grammar, syntax, and semantics, (ii) the computerized language compiler/interpreter, (iii) the computerized storage and retrieval algorithms, and (iv) the implementation in an object-oriented structure.
2. Management of Specifications and Standards® modules version 6.X and such of the elements of version 6.X as exist as of the date of the Agreement, including Document Control, Results Entry, Virtual Generator, Intelligent Retrieval, Process Builder, System Configuration.

The Cohesia-developed client/server application and Web-based frameworks which include methods for security, query, transactions, reporting, and the like.

The Company has registered the following trademarks with the United States Patent and Trademark Office:

<u>Trademark Name</u>	<u>Status</u>	<u>Application Number/ Filing Date</u>	<u>Registration Number/Date</u>	<u>Renewal Date</u>
MASS	Registered	74/728887 9/14/95	2079981 7/15/97	07/15/07
SDL	Registered	74/728858 9/14/95	2180958 8/11/98	08/11/08
WE PROVIDE THE CRITICAL MASS	Registered	75/745746 7/08/99	2,347,222 5/02/00	05/02/10
INTELLIDOC	Registered	75/867,934 12/10/99	2,625,715 9/24/2002	9/24/2012
COHESIA	Registered	75/831,851 10/25/99	2,450,179 5/8/2001	5/8/2011
VIRTUAL SPECIFICATION	Registered	75/745,745 7/8/99	2,439,656 3/27/2001	3/27/2011
SPEC STUDIO	Pending	78/562,061 2/7/2005		