

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
NetVersant Solutions, Inc.		01/06/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NetVersant Acquisition LLC		
Street Address:	808 134th Street S.W.		
Internal Address:	Suite 220		
City:	Everett		
State/Country:	WASHINGTON		
Postal Code:	98204-2300		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2782211	NETVERSANT	
Registration Number:	3265406	NETVERSANT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(214)969-5100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(214)969-4864		
Email:	mmcmullen@jonesday.com		
Correspondent Name:	Michelle McMullen, Jones Day		
Address Line 1:	2727 North Harwood Street		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	223194615002		
NAME OF SUBMITTER:	Michelle McMullen		
Signature:	/michelle mcmullen/		

CH \$65.00 2782211

Date:

01/06/2009

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is executed and delivered as of January 6, 2009, by and between NetVersant Acquisition LLC, a Delaware limited liability company ("Assignee"), and NetVersant Solutions, Inc., a Delaware corporation ("Assignor").

RECITALS:

A. This Agreement is entered into pursuant to the Asset Purchase Agreement, dated as of November 19, 2008, by and among Assignor, NetVersant Inc., a Delaware corporation, Intelligent Building Systems, Inc., a New York corporation, NetVersant - Albuquerque, Inc., a New Mexico corporation, NetVersant - Atlanta, Inc., a Delaware corporation, NetVersant - California, Inc., a California corporation, NetVersant - Cascades, Inc., a Washington corporation, NetVersant - Denver, Inc., a Delaware corporation, NetVersant - Mid-Atlantic, Inc., a Maryland corporation, NetVersant - Minneapolis/ St. Paul, Inc., a Minnesota corporation, NetVersant - New England, Inc., a Massachusetts corporation, NetVersant - Northern California, Inc., a California corporation, NetVersant - Oregon, Inc., a Delaware corporation, NetVersant - Philadelphia, Inc., a Pennsylvania corporation, NetVersant - Southern California, Inc., a California corporation, NetVersant - Texas, Inc., a Texas corporation, NetVersant - Washington, Inc., a Washington corporation, NetVersant GP, Inc., a Delaware corporation, NetVersant LP, Inc., a Delaware corporation, NetVersant National, Inc., a Delaware corporation, NetVersant Management Co., L.P., a Delaware limited partnership, and NV Resources, Inc., a Delaware corporation (each, individually, a "Seller" and, collectively, "Sellers") and Assignee (as modified, amended or supplemented, the "Asset Purchase Agreement").

B. On the terms and subject to the conditions of the Asset Purchase Agreement, Sellers agreed to, at the Closing, sell, assign, transfer, convey and deliver to Assignee all of Sellers' right, title and interest in, to and under the Purchased Assets, including all Intellectual Property, which includes the registered trademarks listed on Schedule A hereto (the "Transferred Marks") and the goodwill associated therewith, free and clear of all Liens, other than Permitted Liens.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Defined Terms. All initially capitalized terms used but not defined herein have the meaning given them in the Asset Purchase Agreement.

Section 2. Assignment. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in, to and under the Transferred Marks, together with the goodwill of the business in connection with which the Transferred Marks are used, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof

or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Transferred Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors or assigns, and any other rights, privileges, claims and causes of action relating or pertaining to the Transferred Marks, free and clear of all Liens, other than Permitted Liens.

Section 3. Further Assurances. Assignor shall, without further consideration, comply with any reasonable request by Assignee to execute and deliver promptly any additional documents as may be necessary in order to give effect to the assignment reflected herein. Such additional documents shall be effective as of the date hereof, if applicable, and may include, without limitation, additional assignment documents required by the United States Patent and Trademark Office and any other jurisdictions; agreed amendments to Schedule A to correct any inaccuracies or misstatements therein; any other documents necessary to further clarify or confirm the assignment and conveyance of the Transferred Marks; and any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Transferred Marks; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Transferred Marks, including without limitation, testifying as to any facts relating to the Transferred Marks and this Agreement; and (c) obtaining any additional trademark protection for the Transferred Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries, in each case at Assignee's cost and expense.

Section 4. No Use of Transferred Marks by Assignor. Assignor, for itself and on behalf of its respective successors and assigns, covenants not to use, apply for, or register any of the Transferred Marks or use, apply for, or register any variation of the Transferred Marks or any word, design, domain name, or logo likely to be similar or confusingly similar with the Transferred Marks, for any purpose in the United States or in any foreign country.

Section 5. Binding on Successors; No Third Party Beneficiaries. The provisions of this Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement, expressed or implied, is intended to confer on any Person, other than the parties to this Agreement or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 6. Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, each of which when so executed and delivered will be an original, with the same effect as if the signature thereto were upon the same instrument. Each counterpart may consist of a number of copies hereof each signed by one, but together signed by all of the parties. An electronic copy of a signature page will be deemed to be an original signature page.

Section 7. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement on the date first written above.

ASSIGNEE:

NETVERSANT ACQUISITION LLC

By: 

Name: Lynn Tilton
Title: Manager

ASSIGNOR:

NETVERSANT SOLUTIONS, INC.

By: _____

Name: Ronald E. Hale, Jr.
Title: Senior Vice President and Chief Financial Officer

Signature Page to Trademark Assignment Agreement

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement on the date first written above.

ASSIGNEE:

NETVERSANT ACQUISITION LLC

By: _____
Name: Lynn Tilton
Title: Manager

ASSIGNOR:

NETVERSANT SOLUTIONS, INC.

By: *Ronald E. Hale, Jr.*
Name: Ronald E. Hale, Jr.
Title: Senior Vice President and Chief Financial Officer

Signature Page to Trademark Assignment Agreement

DLI-6227802

TRADEMARK
REEL: 003914 FRAME: 0238

SCHEDULE A

Mark	Country	Int. Class/Services	Serial / Reg No.	Filing / Reg Date	Record Owner
NETVERSANT	United States	37/ Installation, maintenance of computer systems. 42/ Design and integration of computer systems and networks.	75895756/ 2782211	01/12/2000/ 11/11/2003	NetVersant Solutions, Inc.
NETVERSANT	Canada	Design, installation, maintenance and integration services for data network systems.	1066630/ 586786	07/11/2000/ 08/07/2003	Net Versant Solutions, Inc.
NETVERSANT	European Union	37/ Installation and maintenance services for data network systems. 42/ Design and integration services for data network systems.	001753029	07/12/2000/ 12/04/2001	NetVersant Solutions, Inc.
NETVERSANT	Mexico		436018/ 709534	07/12/2001/ 07/31/2001	NetVersant Solutions, Inc.
NETVERSANT SOLUTIONS	United States	37/ Installation, maintenance of computer systems. 42/ Design and integration of computer systems and networks.	75895655/ 3265406	01/12/2000/ 07/17/2007	Net Versant Solutions, Inc.
NETVERSANT SOLUTIONS	Canada	Design, installation, maintenance and integration services for data network systems	1066626/ 586785	07/11/2000/ 08/07/2003	NetVersant Solutions, Inc.
NETVERSANT SOLUTIONS	European Union	37/ Installation and maintenance of data network systems; installation of systems for integrating separate data network systems. 42/ Design of data network systems; design of computer software to enable the integration of separate data network systems.	001752963	07/12/2000/ 12/10/2001	NetVersant Solutions, Inc.
NETVERSANT SOLUTIONS	Mexico		436017/ 712065	07/12/2000/ 08/29/2001	NetVersant Solutions, Inc.