

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
Brabeion Software Corporation		01/22/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Archer Technologies, LLC
Street Address:	13200 Metcalf Ave., Suite 300
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66213
Entity Type:	LIMITED LIABILITY COMPANY: KANSAS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3424596	BRABEION
Serial Number:	77538000	BRABEION ON DEMAND
Serial Number:	77374477	POLARIS
Serial Number:	77374487	POLARIS
Serial Number:	77390103	POLARIS ANALYZER
Serial Number:	77388929	POLARIS NAVIGATOR
Serial Number:	77388916	POLARIS PATHFINDER
Serial Number:	77390095	POLARIS SURVEYOR

CORRESPONDENCE DATA

Fax Number: (404)572-5100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404 572 4600
 Email: trademarks@kslaw.com, lsims@kslaw.com, vbantug@kslaw.com, setelman@kslaw.com

Correspondent Name: KING & SPALDING LLP

OP \$215.00 3424596

Address Line 1: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 15226.019001 ARCHER TECHN

NAME OF SUBMITTER: Lisa B. Sims

Signature: /Lisa B. Sims/

Date: 01/23/2009

Total Attachments: 8
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT and the schedules attached hereto (collectively, this "Assignment") is made and entered into as of January 22, 2009, by and between BRABEION SOFTWARE CORPORATION, a Delaware corporation ("Assignor"), and ARCHER TECHNOLOGIES, LLC, a Kansas limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated January 22, 2009, pursuant to which Assignee acquired certain intellectual property assets and associated goodwill of Assignor, as described in the Purchase Agreement;

WHEREAS, Assignor owns (i) the trademarks and service marks, including the trademark and service mark registrations and applications therefor, identified on Schedule A attached hereto (the "Trademarks"), and (ii) the goodwill of the business in connection with which the Trademarks are used as intended to be used and which is associated with and symbolized by the Trademarks, both of which it desires to assign to Assignee;

WHEREAS, Assignor owns and has registered the domain names listed on Schedule B attached hereto (the "Domain Names"), which it desires to assign to Assignee;

WHEREAS, Assignor owns the original works of authorship, including the copyright registrations and applications therefor, identified on Schedule C attached hereto (the "Copyrights"), which it desires to assign to Assignee;

WHEREAS, Assignor owns the patents and patent applications listed on Schedule D attached hereto (the "Patents"), which it desires to assign to Assignee; and

WHEREAS, Assignee desires to accept such assignment of the Trademarks, including the goodwill thereof, the Domain Names, the Copyrights, and the Patents.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Assignment and other good and valuable consideration, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks and Domain Names. Assignor assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives all of Assignor's right, title, and interest in and to the Trademarks and the Domain Names, including the registrations and registration applications therefor and all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and including without limitation Assignor's right to sue for and seek remedies against past, present, and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances.

Assignor agrees that it will, at Assignee's expense, execute and deliver to Assignee any documents reasonably necessary to complete the timely transfer of the Trademarks and the Domain Names to Assignee, including any papers for transferring the registrations for said Domain Names as required by any domain name registrar.

2. Assignment of Copyrights. Assignor assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives all of Assignor's right, title, and interest in and to the

Copyrights, including any and all copyrights or similar rights recognized under the laws of the United States of America or any other jurisdiction, including without limitation the original works of authorship therein, the right to seek and hold registrations of the claim of copyright in any jurisdiction, and Assignor's right to sue for and seek remedies against past, present, and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances.

Assignor hereby waives any claim available to Assignor under any theory of natural or moral rights or any right of attribution under the copyright law of any jurisdiction with respect to the Copyrights, to the extent such waiver is recognizable under the law of such jurisdiction.

3. Assignment of Patents. Assignor assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives (i) all of Assignor's right, title, and interest throughout the world in and to the Patents, including any provisional rights therein, (ii) all of Assignor's right, title, and interest in and to the improvements and inventions disclosed in the Patents throughout the world, (iii) all of Assignor's right, title, and interest in and to any U.S. or foreign application or applications corresponding to the Patents or claiming the improvements and inventions disclosed in the Patents, in whole or in part, (iv) all of Assignor's right, title, and interest in and to any and all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part, and extensions of the Patents, including without limitation the right to file applications and to obtain patents, utility models, industrial models, and designs for the improvements and inventions disclosed in the Patents in Assignee's own name throughout the world, (v) all rights to publish cautionary notices reserving ownership of the improvements and inventions disclosed in the Patents, and (vi) all rights to sue for and recover damages and profits, due or accrued, and other remedies in respect of any and all past, present, and future infringements or misappropriation of the Patents, in perpetuity (or for the longest period of time otherwise permitted by law).

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Delaware.

5. Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge, or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Assignment as of the date first above written.


ASSIGNOR:

BRABEION SOFTWARE CORPORATION

By: _____
Name: Julian Waits
Title: President and Chief Executive Officer

ASSIGNEE:

ARCHER TECHNOLOGIES, LLC

By:  _____
Name: Jon M. Darbyshire
Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Assignment as of the date first above written.

ASSIGNOR:

BRABEION SOFTWARE CORPORATION

By: 

Name: Julian Waits

Title: President and Chief Executive Officer

ASSIGNEE:

ARCHER TECHNOLOGIES, LLC

By: _____

Name: Jon M. Darbyshire

Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 003923 FRAME: 0809

Schedule A


Trademarks and Service Marks

Registered Trademarks and Trademark Registrations:

Trademark	Registration No. / Serial No.	Filing Date / Registration Date	Status
BRABEION	Reg. No. 3,424,596	Registered on 5/6/08	Registered
BRABEION ON DEMAND	Serial No. 77/538,000	Filed on 8/4/08	Allowed
POLARIS	Serial No. 77/374,477	Filed on 1/17/08	Pending
POLARIS	Serial No. 77/374,487	Filed on 1/17/08	Pending
POLARIS ANALYZER	Serial No. 77/390,103	Filed on 2/6/08	Pending
POLARIS NAVIGATOR	Serial No. 77/388,929	Filed on 2/5/08	Pending
POLARIS PATHFINDER	Serial No. 77/388,916	Filed on 2/5/08	Pending
POLARIS SURVEYOR	Serial No. 77/390,095	Filed on 2/6/08	Pending

Common Law Trademarks:

Brabeion 

Brabeion 
On Demand


POLARIS
INC. CRE. 1977

Schedule B

Domain Names

- brabeion.com
- brabeion.info

Schedule C

Copyrights

None.

Schedule D

Patents

Patent / Application No.	Title	Filing Date	Status
12/324,002	Component Based Risk System	11/26/2008	Awaiting Examination