

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Seagull Holding N.V.		12/31/2008	CORPORATION: NETHERLANDS

RECEIVING PARTY DATA

Name:	Seagull Software Systems, Inc.
Street Address:	275 Grove Street
Internal Address:	B1W 3rd floor
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2561016	WINJA
Registration Number:	2545837	J WALK
Registration Number:	2645483	SEAGULL

CORRESPONDENCE DATA

Fax Number: (617)630-7100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6176142112
 Email: pk@rs.com
 Correspondent Name: Peter Kaes
 Address Line 1: 275 Grove Street
 Address Line 2: B1W 3rd floor
 Address Line 4: Newton, MASSACHUSETTS 02466

NAME OF SUBMITTER:	Peter Kaes
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TRADEMARK

CH \$90.00 2561016

Signature:

/peter kaes/

Date:

02/03/2009

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of December 31, 2008 by and between Seagull Holding N.V., a Netherlands Corporation (hereinafter "Assignor") and Seagull Software Systems, Inc., a Georgia Corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule A attached hereto and incorporated herewith, and all other rights appurtenant, including, but not limited to, common law rights, title and interest, trade name rights and the right to recover for past infringement, in the United States of America and all other countries and jurisdictions of the world, in and to said trademarks and any applications and registrations thereof, including, but not limited to, any intent-to-use applications (hereinafter collectively referred to as the "Trademarks");

WHEREAS, for the Trademarks in use, Assignor has adopted, used, is using and has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, for the Trademarks not in use, Assignor has intent to use the Trademarks in connection with Assignor's existing and ongoing business, or portion thereof to which the Trademarks pertain, and has not abandoned the same;

WHEREAS, Assignee desires to acquire all rights, title and interest to the Trademarks worldwide; and


WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications (including intent-to-use applications) for the Trademarks, (iv) all income royalties, damages and payments in respect of the Trademarks, and (v) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover infringement of the Trademarks (whether arising prior to or subsequent to the date of this Assignment).

Assignor shall assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred and shall, at the request of Assignee, execute any and all documents necessary to effect this assignment.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Trademark Assignment as of the date first above written.

Seagull Holding N.V.


Name: PETER KAES
Title: CORPORATE COUNSEL
Date: 12/21/08

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Type</u>	<u>Jurisdiction</u>	<u>Reg. No.</u>
Winja and Design	figurative	United States	2,561,016
J Walk	figurative	United States	2,545,837
Seagull	figurative	United States	2,645,483
Seagull	figurative	International Mark	710,318
WinJa	figurative	International Mark	723,568
JWalk	figurative	International Mark	723,569
Seagull Software	word	International Mark	885,099
LegaSuite	figurative	International Mark	890,312
LegaSuite	word	International Mark	890,313
BlueZone	figurative	International Mark	890,317
Seagull	figurative	International Mark	890,607
BlueZone	word	International Mark	893,027
Seagull	figurative	Benelux	0639,504
JWalk	figurative	Benelux	0650,419
WinJa	figurative	Benelux	0650,420
Seagull Software	word	Benelux	0782,534
Seagull Software	figurative	Benelux	0799,095
LegaSuite	word	Benelux	0799,096
LegaSuite	figurative	Benelux	0799,097
BlueZone	word	Benelux	0799,098
BlueZone	figurative	Benelux	0799,099
Seagull	figurative	Ireland	214,265
JWalk	figurative	Ireland	215,978
WinJa	figurative	Ireland	215,695