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Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**



103549638

To the Director of the U. S. Patent and Trademark Office: Please record the attached

1. Name of conveying party(ies):

activePDF, Inc.

- Individual(s)
- General Partnership
- Corporation- State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 4th February 2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Nitro PDF Pty Ltd

Internal Address: _____

Address: _____

Street Address: Level 3, 370 Little Bourke Street

City: Melbourne

State: Victoria

Country: Australia Zip: 3000

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Australia
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PRIMOFAX WORD MARK SERIAL 77490787
PRIMOFORM WORD MARK SERIAL 77490781

B. Trademark Registration No.(s)
3058303, 3560812

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

PRIMOFAX WORD MARK, PRIMOFORM WORD MARK, PRIMOPDF WORD MARKS (2 REGISTRATIONS)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Richard Wenzel

Internal Address: Suite 3625

Street Address: 575 Market Street

City: San Francisco

State: California Zip: 94105

Phone Number: 415-369-9296

Fax Number: _____

Email Address: richard.wenzel@nitropdf.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$160.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: Refund Ref: MIAAA1 0000166232

Authorized User Name: _____
CHECK Refund Total: \$45.00

9. Signature:

 Signature

Timothy P. Sullivan, CEO
Name of Person Signing

2/12/2009

Date

02/23/2009 MIAAA1 0000088 77490787
Total number of pages including cover 13
01 504521
02 EC-8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

activePDF, Inc.

and

Nitro PDF Pty Ltd

AGREEMENT FOR SALE OF ASSETS

PARTIES

- 1 activePDF, Inc. of 27405 Puerta Real, Ste. 100, Mission Viejo, California 92691, USA ("Vendor")
- 2 Nitro PDF Pty Ltd of Level 3, 370 Little Bourke Street, Melbourne, Victoria, Australia 3000 ("Purchaser")

BACKGROUND

- A The Vendor is the beneficial owner of the Assets.
- B The Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to buy the Assets on the terms and conditions contained in this Agreement.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement, unless the context otherwise requires:

- 1.1 "Assets" means all of the Vendor's interest in:
 - (a) the Software and the Related Items, including all copyright and other intellectual property rights in the Software and the Related Items;
 - (b) the Trademarks;
 - (c) the Websites;
 - (d) the Registered Domain Names;
 - (e) the right to maintain the confidentiality of all Confidential Information;
 - (f) the Records;
 - (g) the Deliverables; and
 - (h) all other property and assets of the Vendor used in the Business.

BUT EXCLUDES the Vendor Source License and the Vendor Executable License.

- 1.2 "Business" means the business conducted by the Vendor of developing, marketing, distributing, and selling the Software, including the sale of advertising rights; and operating the Websites.

- 1.3 "Completion" means the completion of the sale and purchase of the Assets as provided in clause 4.

- 1.4 **"Completion Date"** means February 3rd 2009 or such later date as the parties agree in writing.
- 1.5 **"Confidential Information"** means all trade secrets and all financial, marketing and technical information, ideas, concepts, know-how, technology, processes and knowledge which is confidential or of a sensitive nature owned by the Vendor in relation to the Assets or both, but excludes any information that is lawfully in the public domain.
- 1.6 **"Deliverables"** means the list of files, documents, information and other material specified in Schedule One;
- 1.7 **"Encumbrance"** means any mortgage, lien, charge, bill of sale, option, title retention, pledge, claim, restriction, condition, overriding interest or other encumbrance.
- 1.8 **"Intellectual Property Rights"** means all the rights, title and interest throughout the world, whether registered or registrable under any law or not, that is related directly or indirectly to:
- (a) The Confidential Information and any rights to have information kept confidential;
 - (b) copyright (including future copyright and rights in the nature of or analogous to copyright);
 - (c) moral rights under the Copyright Act 1968;
 - (d) trade secrets, animations, adaptations, modifications, source code, semi-conductor or circuit layout rights, know-how, plans, models, techniques;
 - (e) any other rights which constitute or may constitute an intellectual property right any developments, enhancements and upgrades to the above.
- 1.9 **"Key Agreements"** means all of the agreements which are material to the business including the Agreements listed in Schedule One;
- 1.10 **"Purchase Price"** means \$USD 300,000.00
- 1.11 **"Records"** means the originals and copies, in machine readable or printed form, in a format acceptable to the Purchaser, of all books, files, reports, records, correspondence, documents and other material relating to or used in connection with the Assets, including:
- (a) all lists of registered (or other) users of the Software;
 - (b) all email marketing databases and newsletter subscriber lists and other opt-in marketing lists related to the Software;
 - (c) all customer history files, including full purchase histories, including but not limited to purchasers of PrimoPDF Enterprise and PrimoPDF API; and
 - (d) all artwork files on record, including current and historical artwork where available.

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- 1.12** “**Related Items**” means all algorithms, data structures, module diagrams, flow charts, screen layouts, designs, specifications, manuals, user documentation, programmer documentation and artwork which relate directly or indirectly to the Software, whether in human or machine readable form.
- 1.13** “**Registered Domain Names**” means the following domain names (including any sub-domains):
- www.primopdf.com
www.primopdf.co.uk
www.primopdf.com.br
www.primopdf.fr
www.primopdf.it
www.primopdf.es
www.primofax.com
www.primofax.net
- 1.14** “**Software**” means the suite of computer programs known as “PrimoPDF”, “PrimoPDF Enterprise”, “PrimoPDF API”, “PrimoOnline”, “PrimoForm”, and “PrimoFax” including all versions, and all language versions (including but not limited to English, French, Spanish, Italian, German, Dutch and Japanese), source code, executable code, and any other human or machine readable form.
- 1.15** “**Trademarks**” means the following Trademarks:
- | | |
|-----------|------------------------|
| PRIMOPDF | (Registration 3058303) |
| PRIMOPDF | (Serial 77490072) |
| PRIMOFAV | (Serial 77490787) |
| PRIMOFORM | (Serial 77490781) |
- 1.16** “**Vendor Executable License**” means the software identified as such in the Schedule.
- 1.17** “**Vendor Source License**” means the software identified as such in the Schedule.
- 1.18** “**Websites**” means www.primopdf.com and any subsidiary or related websites owned by the Vendor in relation to the Software or which are used in the conduct of the Business.

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AGREEMENT FOR SALE AND PURCHASE OF THE ASSETS

The Vendor as beneficial owner agrees to sell to the Purchaser and the Purchaser agrees to buy from the Vendor the Assets for the Purchase Price free from any Encumbrance and with effect from Completion.

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3 LICENSES**3.1 Vendor Source License**

In consideration of payment of the Purchase Price the Vendor as beneficial owner of the Vendor Source License grants the Purchaser a non-exclusive, perpetual, transferable, irrevocable, royalty-free, worldwide right and license to use and modify the Vendor Source License as part of the Software free from any Encumbrance and with effect from the date of Completion.

3.2 Vendor Executable License

In consideration of payment of the Purchase Price the Vendor as beneficial owner of the Vendor Executable License grants the Purchaser a non-exclusive, perpetual, transferable, irrevocable, royalty-free, worldwide right and license to use the Vendor Executable License as part of the Software free from any Encumbrance and with effect from the date of Completion.

4 COMPLETION**4.1 Vendor's obligations**

On Completion the Vendor must deliver the Assets to the Purchaser by giving to the Purchaser possession and control of the Assets and handing to the Purchaser:

- 4.1.1 the Deliverables;
- 4.1.2 the Records, except that the Vendor may maintain any document required by law to be held by the Vendor and deliver copies of the retained documents to the Purchaser;
- 4.1.3 executed transfer of ownership forms in respect of the Trademarks and Websites;
- 4.1.4 a full discharge or release of any charge or other Encumbrance over any of the Assets, and
- 4.1.5 all other documents and things reasonably required by the Purchaser to put the Purchaser in full possession of the rights and benefits of the Assets.

4.2 Vendor's obligations to become a Reseller

Within 30 days of the Completion Date, the Vendor must execute and deliver to the Purchaser, in a form provided by the Purchaser, a reseller agreement in respect of Primo Enterprise and Primo API. The reseller discount rate shall be 27.5%. Any Primo Enterprise and/or Primo API orders received by Vendor after Completion, but prior to the execution of a reseller agreement, shall be subject to the 27.5% discount rate.

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4.3 Vendor's obligation to assist with transfer of Assets

For a period of up to 60 days from the Completion Date the Vendor will provide the Purchaser with any and all assistance reasonably required to effect the transfer of ownership of the Assets from the Vendor to the Purchaser.

4.4 Where assignment of interest is not completed

If the Vendor does not for any reason transfer or assign its legal interest in an Asset to the Purchaser on Completion, then as from Completion:

- 4.4.1 the Vendor is deemed to hold the benefit of that Asset for the Purchaser; and
- 4.4.2 the Vendor will execute all documents and do all things reasonably required by the Purchaser to put the Purchaser in full possession and enjoyment of that Asset as soon as possible after Completion.

4.5 Purchaser's obligations

The Purchaser will pay the Purchase Price to the Vendor in the following instalments:

- 4.5.1 an amount of \$USD 50,000.00 upon execution of this Agreement;
- 4.5.2 an amount of \$USD 100,000.00 upon 31 March 2009; and
- 4.5.3 an amount of \$USD 100,000.00 upon 30 June 2009
- 4.5.4 an amount equivalent to \$USD 50,000.00 through the provision of a royalty credit for the use of PDF to Word license

4.6 Property passes on Completion

The property in the Assets passes to the Purchaser upon payment of the instalment referred to in clause 4.5.1.

4.7 Security Interest

Vendor shall maintain a security interest in all Assets until payment of the installment referred to in clause 4.5.3.

5 RIGHTS AND OBLIGATIONS OF THE PARTIES PENDING COMPLETION

5.1 Continuity of business

Prior to Completion the Vendor must ensure that the Business is conducted in accordance with normal and prudent practice (having regard to the nature of the Business) and in particular must:

- 5.1.1 maintain all usual relationships with present and potential users, customers and suppliers; and
- 5.1.2 not make any material change to any contract with any of its existing users, customers, clients or suppliers without the prior written consent of the Purchaser.

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6 ASSIGNMENT OF AGREEMENTS**6.1 Assignment**

Subject to the Vendor obtaining all necessary consents, the Vendor assigns to the Purchaser and the Purchaser accepts an assignment of the benefit and assumes the burden of the Key Agreements, with effect from Completion. In cases where assignment is not possible, the Vendor agrees to make all reasonable efforts to procure the other party to the Key Agreements to enter into agreements directly with the Purchaser which are of the same effect as the Key Agreements.

6.2 Vendor indemnifies Purchaser

The Vendor indemnifies the Purchaser against all liabilities incurred by the Purchaser as a result of any breach or default under, or issue relating to, any Key Agreements occurring on or prior to Completion.

7 WARRANTIES**7.1 Vendor's Warranties**

The Vendor represents and warrants to the Purchaser as follows:

- 7.1.1 the Vendor owns the Assets, the Vendor Source License, and the Vendor Executable License and has authority to enter into and perform this Agreement, and has obtained all necessary consents to enable it to do so;
- 7.1.2 the Vendor is, or on Completion will be, the legal and beneficial owner of the Assets free from all Encumbrances;
- 7.1.3 the Vendor is not aware of any current or threatened civil or criminal proceedings, arbitration of dispute relating to the Assets, or the transfer of the Assets under this Agreement;
- 7.1.4 there are no unsatisfied judgments, orders or writs of execution against the Vendor or affecting the Assets;
- 7.1.5 none of the Assets or the use of the Assets by the Purchaser will infringe any Intellectual Property Rights or any other rights of any third party;
- 7.1.6 no assignment, license or other undisclosed interest or Encumbrance has been granted to any third party which is inconsistent with the Purchaser obtaining immediate and full title to the Assets as provided for in this Agreement; and
- 7.1.7 the Vendor is not aware of any infringement of any Intellectual Property Rights in any of the Assets or any misuse or unauthorised disclosure of any Confidential Information.

7.2 Indemnity by Vendor

The Vendor will indemnify, defend and hold the Purchaser harmless from any and all claims, damages, suits, causes of action, obligations or liabilities (and against all associated costs and expenses, including without limitation legal fees on a solicitor and own client basis and the cost of legal proceedings) whenever

and wherever they may occur whether arising directly or indirectly as a result of any warranty in clause 7.1 being untrue or inaccurate, or the Vendor otherwise breaching this Agreement.

7.3 Indemnity by Purchaser

The Purchaser will indemnify, defend and hold the Vendor harmless from any and all claims, damages, suits, causes of action, obligations or liabilities (and against all associated costs and expenses, including without limitation legal fees on a solicitor and own client basis and the cost of legal proceedings) whenever and wherever they may occur should they arise from a modification of the Vendor Source License or a breach of the license conditions in clause 3.1 and 3.2 by the Purchaser.

8 COVENANTS

8.1 Vendor's Undertaking

The Vendor undertakes to the Purchaser that they will not, and they will not assist or permit any other person or entity to, directly or indirectly for a period of 2 years after Completion:

- 8.1.1 undertake any software licensing, development or maintenance or market or provide any software or any computer programming or related services to any person, company or other entity engaged in the PDF industry which competes with the Software; or
- 8.1.2 solicit, canvass, approach or accept any approach from any person who was, at any time on the date Completion is effected, a customer or client of the Vendor.

8.2 Purchasers's Undertaking

The Purchaser undertakes to the Vendor that they will not, and they will not assist or permit any other person or entity to, directly or indirectly for a period of 2 years after Completion:

- 8.2.1 undertake any software licensing, development or maintenance or market or provide any software or any computer programming or related services to any person, company or other entity engaged in the PDF industry which competes with the Vendor Source License and/or the Vendor Executable License.

8.3 Restrictions reasonable

The Vendor agrees that the prohibitions and restrictions set out in clause 8.1:

- 8.3.1 are reasonable in the circumstances and necessary to protect the Assets; and
- 8.3.2 are material to the Purchaser's decision to enter into this Agreement.

The Purchaser agrees that the prohibitions and restrictions set out in clause 8.2:

- 8.3.3 are reasonable in the circumstances and necessary to protect the existing business of the Vendor; and
- 8.3.4 are material to the Vendor's decision to enter into this Agreement.

9 CONFIDENTIALITY

The Vendor agrees to maintain as confidential all Confidential Information concerning the Assets and not to use it to the detriment of the Purchaser. The Purchaser agrees to maintain all Confidential Information related to the Vendor Source License and Vendor Executable License and not to use it to the detriment of the Vendor.

10 RESTRICTIVE COVENANT

10.1 Definitions

In this clause 10:

"**engage in**" means to participate, assist or otherwise be directly or indirectly involved as a member, shareholder, unit holder, director, consultant, advisor, contractor, principal, agent, manager, employee, beneficiary, partner, associate, trustee or financier.

"**Related Entity**" has the meaning given to that expression in section 9 of the *Corporations Act 2001 (Cth)*.

10.2 Undertaking

The Vendor undertakes to the Purchaser that they will not, and the Vendor will procure that each Related Entity or director or shareholder of the Vendor will not, directly or indirectly:

10.2.1 for a period of:

- (a) 12 months after Completion; and
- (b) 2 years after Completion,

either:

10.2.2 engage in any business or activity which is the same or similar to the Business or any material part of it;

10.2.3 solicit, canvass, approach or accept any approach from any person who was, at any time during the 12 period ending on the date Completion is effected, a customer or client of the Vendor with a view to obtaining the custom of any such person in a business which is the same or similar to the Business; or

10.2.4 interfere with the relationship between the Purchaser and its customers, clients, employees or suppliers.

10.3 Interpretation

Each covenant and restraint set out in clauses 10.2.1 to 10.2.4 inclusive has effect and is to be interpreted as a separate and independent covenant and restraint.

10.4 Restrictions reasonable

The Vendor agrees that the prohibitions and restrictions set out in this clause 10:

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10.4.1 are reasonable in the circumstances and necessary to protect the value of the Business; and

10.4.2 are material to the Purchaser's decision to enter into this Agreement.

10.5 Severability

If any of:

10.5.1 the several separate and independent covenants and restraints in clause 10.2 is or becomes invalid or unenforceable for any reason, then that invalidity or unenforceability will not affect the validity or enforceability of any of the other separate and independent covenants and restraints in clause 10.2; and

10.5.2 the prohibitions or restrictions contained in this clause 10 is judged to go beyond what is reasonable in the circumstances and necessary to protect the Goodwill, but would be judged reasonable and necessary if any activity were deleted or the period or area were reduced, then the prohibitions or restrictions apply with that activity deleted or that period or area reduced by the minimum amount necessary.

11 GENERAL

11.1 Further Assurance

Each party must use its best efforts to do all things necessary or desirable to give full effect to the terms and intentions of this Agreement, whether before or after Completion.

11.2 Governing Law

This Agreement is governed by and construed in accordance with the laws of Victoria, Australia.

11.3 Preferred construction

The parties agree that a construction of this Agreement that results in all provisions being enforceable is to be preferred to any other construction.

11.4 Severance

If, despite the application of clause 11.3, a provision of this Agreement is illegal or unenforceable:

11.4.1 if the provision would not be illegal or unenforceable if a word or words were omitted, that word or those words are omitted; and

11.4.2 in any other case, the whole provision is omitted,

and the remainder of this Agreement continues in force.

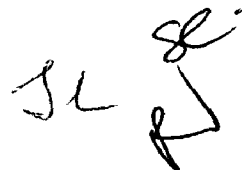
11.5 Whole agreement

This Agreement constitutes the whole agreement between the parties. No warranties, representations, guarantees or other terms or conditions of any nature not contained and recorded in this Agreement have any force or effect.

11.6 No assignment

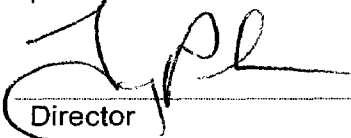
A party must not assign this Agreement or any right under this Agreement.

- 11.6.1 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 11.6.2 words importing one gender include other genders;
- 11.6.3 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day; and
- 11.6.4 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.



EXECUTED AS AN AGREEMENT

EXECUTED for and on behalf of **activePDF, Inc.** by authority of its directors in the presence of:)
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)



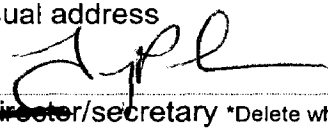
Director

TIMOTHY P. SULLIVAN

Full name

27405 PUERTA REAL, SUITE 100, MISSION VIEJO, CA 92691 USA

Usual address



TIMOTHY P. SULLIVAN

~~Director~~/secretary *Delete whichever is inapplicable

Full name

27405 PUERTA REAL, SUITE 100, MISSION VIEJO, CA 92691 USA

Usual address

EXECUTED for and on behalf of **NITRO PDF PTY LTD** by authority of its directors in the presence of:)
)
)



SAM CHANDLER

Director

Full name

1221 JONES ST, #76, SAN FRANCISCO CA 94109

Usual address



RICHARD DAVID WANZEL

Full name

~~Director~~/secretary *Delete whichever is inapplicable

1221 JONES ST, #5A SAN FRANCISCO CA 94109

Usual address

SCHEDULE ONE:**PART A: DELIVERABLES****PURCHASED SOFTWARE**

1. All source code files, provided as a copy of the SVN repository (if available) including Visual Studio project and solution files (including translated strings for all localized versions of the application as .resx files), to which Vendor has Intellectual Property Rights and that are not listed under Vendor Source License (below) and Vendor Executable License (below) for all the Software (as defined in part 1.14 of this Agreement)
2. Installation project and any supporting installation related files (DLLs, VBS scripts, etc.)
3. "Update Manager" source code
4. Build instructions for both the PrimoPDF application and installer
5. A list of all commercial and open source libraries used, including version numbers
6. User guide source document
7. Documentation on the localization process used for the Japanese version of Primo PDF
8. "OpenAds" account details
9. HTML and CSS code for Websites
10. Original graphics related to Software

VENDOR SOURCE LICENSE

1. Source code files (inc. VS project files) for PDF360, AgentService and WebServices as currently executing as of the Completion Date on online.primopdf.com and pdfdownload.com
2. Build instructions for the above
3. Source code files (inc. VS project files) for DCAgent, WGAgent, TKAgent and AssassinAgent agents as currently executing as of the Completion Date on online.primopdf.com and pdfdownload.com
4. Build instructions for the above
5. Installers for DCAgent, WGAgent, TKAgent and AssassinAgent agents
6. Installer project files for DCAgent, WGAgent, TKAgent and AssassinAgent agents
7. Copy of the PDF360 database
8. Copy of the virtual machine templates related to execution of the software included in the Source License

VENDOR EXECUTABLE LICENSE

1. activePDF Toolkit 4.1.0.9007

Handwritten initials:
 JL RW

PART B: KEY AGREEMENTS

1. OEM agreement between Artifex Software Inc and the Vendor, a copy of which is annexed to this Agreement.
2. Licensing agreement between Individual Software, Inc. and the Vendor, a copy of which is annexed to this agreement.

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