

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
Exeros, Inc.		05/01/2009	CORPORATION: DELAWARE
MDM University, LLC		05/01/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	International Business Machines Corporation		
Also Known As:	AKA IBM Corporation		
Street Address:	New Orchard Road		
City:	Armonk		
State/Country:	NEW YORK		
Postal Code:	10504		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78592884	EXEROS DATAMAPPER	
Serial Number:	78592891	EXEROS	
Serial Number:	78687720	EXEROS	
CORRESPONDENCE DATA			
Fax Number:	(914)765-4370		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9147654353		
Email:	ibmtm@us.ibm.com		
Correspondent Name:	Leonora Hoicka		
Address Line 1:	North Castle Drive		
Address Line 4:	Armonk, NEW YORK 10504		
NAME OF SUBMITTER:	Grazia T. Micewicz		
Signature:	/Grazia T. Micewicz/		

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TRADEMARK
REEL: 004007 FRAME: 0363

Date:

06/18/2009

Total Attachments: 9

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT made this 1st day of May, 2009 (this "Assignment"), among Exeros, Inc., a Delaware corporation ("Seller Assignor"), MDM University, LLC, a California limited liability company ("Seller Sub Assignor" and each of Seller Assignor and Seller Sub Assignor, an "Assignor" and, together, the "Assignors"), and International Business Machines Corporation, a New York corporation ("Assignee").

WHEREAS, Seller Assignor has adopted, used and is using, and is the sole owner of the entire right, title and interest, including the goodwill associated therewith, in and to the registered trademarks and trademark applications listed on Schedule A, and Seller Sub Assignor has adopted, used and is using, and is the sole owner of the entire right, title and interest, including the goodwill associated therewith, in and to the registered trademarks and trademark applications listed on Schedule B (the "Trademarks");

WHEREAS, each Assignor has agreed in the Asset Purchase Agreement dated as of May 1, 2009 (the "Purchase Agreement") between the Assignors and Assignee, to sell, assign, transfer, convey and deliver to Assignee all its right, title and interest in, to and under the Trademarks owned by such Assignor;

WHEREAS, Assignee desires to purchase, acquire and accept all the right, title and interest of each Assignor in, to and under the Trademarks owned by such Assignor; and

WHEREAS, terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Assignment. Each Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all the right, title and interest of such Assignor in, to and under:

- (a) the Trademarks owned by such Assignor;
- (b) all goodwill associated with the use of or symbolized by such Trademarks;
- (c) all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to such Trademarks; and

(d) all other rights, including common law rights, relating to such Trademarks in the United States, to the extent such rights exist, each to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by such Assignor had this assignment and sale not been made.

Upon request from Assignee and at Assignee's expense, each Assignor shall furnish, execute, verify and acknowledge such documents or information, including any instrument of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Trademarks owned by such Assignor in Assignee, or Assignee's assigns.

SECTION 2. Transfer. Each Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks owned by such Assignor to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in such Trademarks.

SECTION 3. Representations, Warranties and Indemnities. None of the Assignors or Assignee makes any representations or warranties with respect to any of the Trademarks except as expressly set forth in the Purchase Agreement. Nothing in this Assignment is intended to impair or alter the rights of any of the Assignors or Assignee under the indemnification provisions set forth in Article VII of the Purchase Agreement.

SECTION 4. Severability. If any term or provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Assignment shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 5. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

SECTION 6. Consent to Jurisdiction. Each of the Assignors and Assignee irrevocably and unconditionally submits to the exclusive jurisdiction of (a) any New York State court sitting in the County of New York or Westchester and (b) the

United States District Court for the Southern District of New York, for the purposes of any Litigation arising out of this Assignment or any transaction contemplated hereby (and each agrees that no such Litigation relating to this Assignment shall be brought by it or any of its affiliates except in such courts). Each of the Assignors and Assignee further agrees that, to the fullest extent permitted by applicable Law, service of any process, summons, notice or document by U.S. registered mail to such person's respective address set forth in Section 8.03 of the Purchase Agreement shall be effective service of process for any Litigation in New York with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. Each of the Assignors and Assignee irrevocably and unconditionally waives (and agrees not to plead or claim) any objection to the laying of venue of any Litigation arising out of this Assignment or the transactions contemplated hereby in (a) any New York State court sitting in the County of New York or Westchester or (b) the United States District Court for the Southern District of New York, or that any such Litigation brought in any such court has been brought in an inconvenient forum.

SECTION 7. WAIVER OF JURY TRIAL. EACH OF THE ASSIGNORS AND ASSIGNEE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT. EACH OF THE ASSIGNORS AND ASSIGNEE (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF ANY LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 7.

SECTION 8. No Third-Party Beneficiaries. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies.

SECTION 9. Assignment. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise by any of the parties without the prior written consent of the other parties. Subject to the preceding sentence, this Assignment will be binding upon, inure to the benefit of and be enforceable by, the parties and their respective successors and assigns.

SECTION 10. Amendments. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

SECTION 11. Notices. All notices hereunder shall be given as set forth in the Purchase Agreement.

SECTION 12. Headings. The headings contained in this Assignment are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Assignment.

SECTION 13. Counterparts. This Assignment may be executed in one or more counterparts (including by telecopy), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

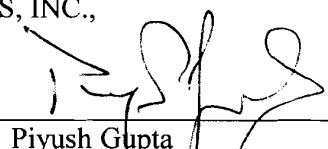
SECTION 14. Purchase Agreement Provisions. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Assignor and Assignee have caused this Assignment to be signed by their respective officers thereunto duly authorized as of the date first written above.

SELLER ASSIGNOR:

EXEROS, INC.,

by: 
Piyush Gupta
President & CEO

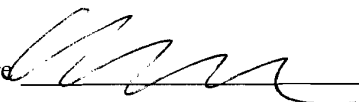
State of California)

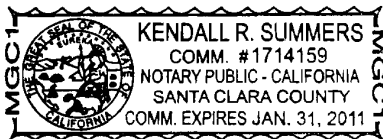
County of Santa Clara)

On May 1, 2009, before me, KENDALL R. SUMMERS ^{NOTARY PUBLIC}, personally appeared Piyush Gupta, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

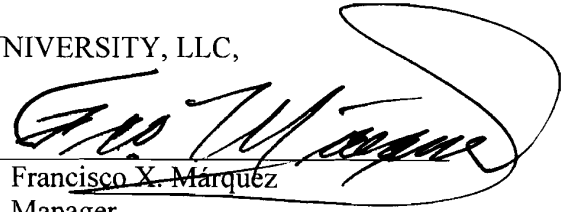
Signature  (Seal)



SELLER SUB ASSIGNOR:

MDM UNIVERSITY, LLC,

by:


Francisco X. Márquez
Manager

State of California)

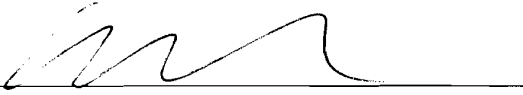
County of Santa Clara)

On May 1, 2009, before me, (KENDALL R. SUMMERS), personally appeared Francisco X. Márquez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY PUBLIC

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Trademarks of Exeros, Inc.

REGISTERED TRADEMARKS
<p>U.S. Trademark Registration No. 3170692 (Serial No. 78592884) Registration Date: 11/14/2006</p> <p>Word Mark: EXEROS DATAMAPPER</p>
<p>U.S. Trademark Registration No. 3156532 (Serial No. 78592891) Registration Date: 10/17/2006</p> <p>Word Mark: EXEROS</p>
<p>U.S. Trademark Registration No. 3144903 (Serial No. 78687720) Registration Date: 09/19/2006</p> <p>Word Mark: EXEROS (design plus words)</p>
UNREGISTERED TRADEMARKS
<p>EXEROS DISCOVERY</p> <p>EXEROS DISCOVERY UNIFIED SCHEMA BUILDER</p> <p>EXEROS DISCOVERY TRANSFORMATION ANALYZER</p> <p>EXEROS DISCOVERY X-PROFILER</p> <p>EXEROS VALIDATOR</p>

Trademarks of MDM University, LLC

None