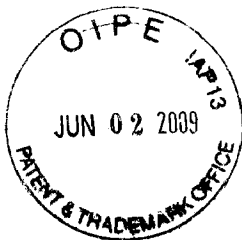


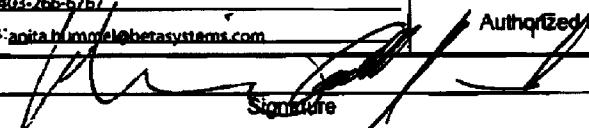


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Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies):</b> Beta Systems Software AG <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>German Incorporation</u> Citizenship (see guidelines) <u>German</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>Prologix Corporation</u> Internal Address: _____ Street Address: <u>200 Garden City Plaza, Suite 200</u> City: <u>Garden City</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>11530</u> <input type="checkbox"/> Association      Citizenship _____ <input type="checkbox"/> General Partnership      Citizenship _____ <input type="checkbox"/> Limited Partnership      Citizenship _____ <input checked="" type="checkbox"/> Corporation      Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____      Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
<b>3. Nature of conveyance / Execution Date(s) :</b> Execution Date(s) <u>October 31, 2008</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		<b>4. Application number(s) or registration number(s) and Identification or description of the Trademark.</b> A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>1800502</u> 1800502 Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b> Software programs for file back-up, high-speed file transfer, file/disk recovery and security (filing date June 23, 1992)			
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Beta Systems Software</u> Internal Address: _____ Street Address: <u>736 - 8th Ave. S.W., Suite 600</u> City: <u>Calgary</u> State: <u>Alberta</u> Zip: <u>T2P 1H4</u> Phone Number: <u>403-231-9840</u> Fax Number: <u>403-266-6767</u> Email Address: <u>anjita.hummel@betasystems.com</u>		<b>6. Total number of applications and registrations involved:</b> _____ <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$40.00 <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed	
<b>9. Signature:</b>  Signature Kamyar Nivoumand, CEO / Harald Podzuweit, General Manager Name of Person Signing		<b>8. Payment Information:</b> Deposit Account Number _____ Authorized User Name _____ Date: <u>April 3, 2009</u> Total number of pages including cover sheet, attachments, and document: <u>6</u>	

Documents to be recorded (including cover sheet) should be faxed to (571) 373-8140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

O:SUBMITTER COMPANY:Faxed to Submitter's Fax Number

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BETA SYSTEMS CANADA

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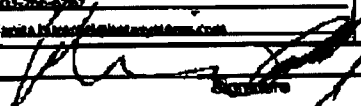
Form PTO-1294 (Rev. 01-05)

OMB Collection 0951-0027 Imp. 02/28/2009

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies):</b> Beta Systems Software AG  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>German Incorporation</u> Citizenship (see guidelines) <u>German</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>Spainal Corporation</u> Internal Address: _____ Street Address: <u>200 Garden City Plaza, Suite 200</u> City: <u>Garden City</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>11530</u> <input type="checkbox"/> Association      Citizenship _____ <input type="checkbox"/> General Partnership      Citizenship _____ <input type="checkbox"/> Limited Partnership      Citizenship _____ <input checked="" type="checkbox"/> Corporation      Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____      Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
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<b>8. Signature:</b>  Name of Person Signing: _____ Title: <u>General Manager</u>		<b>8. Payment Information:</b> Deposit Account Number _____ Authorized User Name: _____ Date: <u>April 3, 2009</u> Total number of pages including cover sheet, attachments, and document: <u>6</u>	

Documents to be recorded (including cover sheet) should be mailed to (671) 279-6146, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22317-1480

**ASSET EXCHANGE AGREEMENT**

**between**

**BETA SYSTEMS SOFTWARE OF NORTH AMERICA, INC.,**

**BETA SYSTEMS SOFTWARE OF CANADA LTD.**

**and**

**PROGINET CORPORATION**

**dated effective as of**

**October 1, 2008**



# ASSET EXCHANGE AGREEMENT

THIS AGREEMENT is dated effective as of October 1, 2008.

BETWEEN:

**BETA SYSTEMS SOFTWARE OF NORTH AMERICA, INC.**, a Delaware corporation, having an office in the City of Herndon, in the State of Virginia ("**Beta America**"),

**BETA SYSTEMS SOFTWARE OF CANADA LTD.**, a body corporate having an office in the City of Calgary in the Province of Alberta ("**Beta Canada**") and

**PROGINET CORPORATION**, a Delaware corporation, having an office in Garden City, in the State of New York ("**Proginet**").

WHEREAS:

The Parties are desirous of exchanging certain assets and taking other actions all in accordance with the terms and conditions contained herein.

AGREEMENT:

NOW THEREFORE in consideration of the premises hereto and of the covenants, warranties, representations and agreements herein set forth and provided for, the Parties covenant and agree as follows:

## ARTICLE I INTERPRETATION

### 1.1 Definitions

In this Agreement, the words and phrases set forth below shall have the meaning ascribed thereto, namely:

- (a) "AAA" has the meaning attributed to it in *Section 8.2(b)*;
- (b) "**Additional Indemnitees**" means, with respect to any Person to which indemnification is granted pursuant to *Article 6*, its Affiliates and the respective directors, officers, servants, agents, advisors and employees of that Person and its Affiliates;
- (c) "**Affiliate**" means, in respect of a Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or under common control with the first mentioned Person, and for the purposes of this definition "**control**" means the possession, directly or indirectly, by such Person or group of Persons acting in concert of the power to direct or cause the direction of the management and policies of the first mentioned Person, whether through the ownership of voting securities or otherwise;

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- (d) Proginet Deliveries to Beta America. At the Closing, Proginet shall deliver, or cause to be delivered, the following to Beta America:
- (i) the Proginet Contracts and the Secur-Line Contracts and all consents set forth on *Schedule 5.4(d)* (other than those Proginet Contracts and Secur-Line Contracts for which third-party consents have not been received, to which *Section 7.1* shall apply);
  - (ii) the Proginet Contract Assignment executed by Proginet;
  - (iii) the Secur-Line Contract Assignment executed by Proginet;
  - (iv) the Beta America Contract Assignment executed by Proginet;
  - (v) any other conveyances required by *Section 4.1(b)*;
  - (vi) the License Agreement executed by Proginet; and
  - (vii) such other documents reasonably requested by Beta to be delivered by Proginet at the Closing.

### 3.3 Contract Lists

The Parties agree that, within 30 days of the Closing Date, Proginet shall deliver to Beta North America a list of all the Proginet Contracts and Secur-Line Contracts and Beta America shall deliver to Proginet a list of all the Beta America Contracts.

### 3.4 Physical Deliveries

The Parties agree that the physical delivery of the tangible portions of the Beta Canada Assets, the Beta America Contracts, the Proginet Assets, the Proginet Contracts and the Secur-Line Contracts to the applicable Party shall occur within 30 days of the Closing Date.

## ARTICLE 4 CONVEYANCES

### 4.1 Conveyances

- (a) Prior to or at Closing, each of Beta Canada and Beta America shall prepare and deliver (or cause to be prepared and delivered) to Proginet (i) the Beta Canada Asset Assignment, (ii) the Beta America Contract Assignment and (iii) all such other deeds, assignments, transfers, conveyances, novations, notices and other documents and assurances (including conveyances of registered Beta Canada Intellectual Property) as may be reasonably necessary to convey the Beta Canada Assets and the Beta America Contracts to Proginet. Any such Closing documents and assurances shall be in such form and shall be of such content as to be reasonably satisfactory to Proginet. After Closing, each of Beta Canada and Beta America shall cooperate with Proginet to secure execution of such documents and assurances by the parties thereto other than Proginet.



5.2 **Beta Canada's Representations and Warranties**

Beta Canada represents and warrants to Proginet that:

(a) **Intellectual Property.**


- (i) *Schedule 5.2(a)* lists all the registrations and applications for registration of the Beta Canada Intellectual Property and all unregistered trade-marks. Except as disclosed in *Schedule 5.2(a)* all the registrations and applications for registration of the Beta Canada Intellectual Property are valid and subsisting in good standing and are recorded in the name of Beta Canada.
- (ii) Except as disclosed in *Schedule 5.2(a)*, Beta Canada is owner of the Beta Canada Intellectual Property and the Beta Canada Technology and is entitled to uninterrupted use of the Beta Canada Intellectual Property and the Beta Canada Technology without payment of any royalty or other fees. No shareholder, officer, director or employee of Beta Canada or any third party has any right, title or interest in any of the Beta Canada Intellectual Property. Beta Canada has exercised good judgment in order to protect its legal rights to the exclusive use of the Beta Canada Intellectual Property.
- (iii) There is no current litigation relating to the Beta Canada Intellectual Property.
- (iv) Except as disclosed in *Schedule 5.2(a)*, all employees of Beta Canada who have had access to confidential Beta Canada Intellectual Property and Beta Canada Technology have agreed to maintain the confidentiality of confidential Beta Canada Intellectual Property and the Beta Canada Technology. Beta Canada has taken reasonable steps, consistent with its practices and policies, to protect its rights in confidential information and trade secrets owned by Beta Canada..
- (v) All of Beta Canada's permissions and licenses to use the industrial or intellectual property of other Persons related to the Beta Products are disclosed in *Schedule 5.2(a)*. Beta Canada has not permitted or licensed any Person to use any of the Beta Canada Intellectual Property except as disclosed in *Schedule 5.2(a)*. All licenses referred to in *Schedule 5.2(a)* are in full force and effect and neither the Beta Canada and its Affiliates nor, to the best knowledge of Beta Canada, the other parties thereto, are in default of their obligations.
- (vi) No Person has challenged (i) the validity of any registrations of the Beta Canada Intellectual Property or (ii) Beta Canada's rights to any of the Beta Canada Intellectual Property.
- (vii) Beta Canada is not aware, after reasonable due inquiry, of any infringement of Beta Canada's rights to the Beta Canada Intellectual Property, except as set out in *Schedule 5.2(a)*.
- (viii) Except as disclosed in *Schedule 5.2(a)*, Beta Canada has the right:

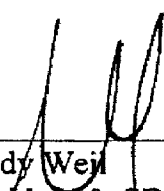


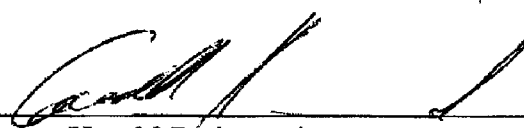
IN WITNESS WHEREOF the Parties have executed this Agreement as of the date set forth upon each signature block below.

**BETA SYSTEMS SOFTWARE OF CANADA LTD.**

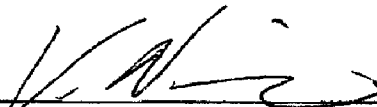
**PROGINET CORPORATION**


Per:   
Name: Kamyar Niroumand  
Title: Member of Board of Directors  
Date: October 31, 2008

Per:   
Name: Sandy Wej  
Title: President & CEO  
Date: October 31, 2008

Per:   
Name: Harald Podzuweit  
Title: Member of Board of Directors  
Date: October 31, 2008

**BETA SYSTEMS SOFTWARE OF NORTH AMERICA INC.**

Per:   
Name: Kamyar Niroumand  
Title: Member of Board of Directors  
Date: October 31, 2008

Per:   
Name: Harald Podzuweit  
Title: Member of Board of Directors  
Date: October 31, 2008

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