

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Contribution Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Exstream Software, Inc.		06/22/2007	CORPORATION: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Exstream Software, LLC		
<b>Street Address:</b>	3000 Hanover Street		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94304		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3141236	DIALOGUE ANYWHERE	
Registration Number:	3045628	AFP STUDIO AFP JAZZ!	
Registration Number:	2919106	EXSTREAM AFP STUDIO	
Registration Number:	2817133	DIALOGUE WEBVERSE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(650)813-3095		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650.857.5144		
Email:	malia.abril@hp.com		
Correspondent Name:	Hewlett-Packard Company		
Address Line 1:	3000 Hanover Street, ms 1051		
Address Line 2:	Attention: Malia Abril		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
NAME OF SUBMITTER:	Malia Abril		
Signature:	/Malia Abril/		

CH \$115.00 3141236

**900141156**

**TRADEMARK**  
**REEL: 004046 FRAME: 0967**

Date:

08/17/2009

Total Attachments: 4

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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is made as of June 22, 2007, by and between Exstream Software, Inc., a Kentucky corporation ("Contributor") and Exstream Software LLC, a Delaware limited liability company ("LLC").

WITNESSETH:

WHEREAS, this Agreement is being entered into pursuant to that certain Membership Unit Purchase Agreement, dated as of May 25, 2007, by and among, Contributor and the Contributor, Exstream Software North America, Inc., Exstream Holdings, Inc., Exstream Intermediate Holdings I Inc. and Exstream Intermediate Holdings II Inc. (the "Purchase Agreement");

WHEREAS, Contributor desires to contribute to LLC, and LLC desires to receive from Contributor, all of the assets, properties, rights and interests of Contributor, upon the terms and subject to the conditions set forth herein; and

WHEREAS, LLC desires to assume from Contributor, and Contributor desires to transfer to LLC, all of the obligations and liabilities, other than certain excluded liabilities, of Contributor upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LLC and Contributor hereby agree as follows:

1. Contribution of Assets. On the terms and subject to the conditions of this Agreement, Contributor shall contribute to LLC, and LLC shall receive from Contributor, all of the right, title and interest of Contributor in and to all of the assets, properties, rights and interests of every kind and description and wherever located, whether real, personal or mixed, tangible or intangible, that are owned, leased or licensed by Contributor other than Cash and Cash Equivalents (the "Contributed Assets"). To the extent that the contribution of any Contributed Asset to LLC is not permitted without the consent of the other party or parties to such Contributed Asset, this Agreement shall not be construed as an agreement to assign such Contributed Asset but shall constitute an agreement to assign the same subject only to such consent. Contributor shall use its commercially reasonable efforts to obtain any such consent after the date hereof and, at LLC's request, shall cooperate with LLC in any lawful arrangement designed to provide LLC the practicable benefits under such Contributed Asset (including, without limitation, enforcement for the benefit of LLC, at Contributor's expense, of any and all rights of LLC against any other party thereto, or acting as agent on behalf of LLC).

(a) "Cash and Cash Equivalents" means all cash and cash equivalents (including marketable securities and short term investments) in excess of

the amount determined in the good faith judgment of the Contributor necessary such that the LLC and Exstream Software North America LLC, in the aggregate, has \$5,000,000 of Net Working Capital (as defined in the Purchase Agreement) of Contributor and its Subsidiaries as required to be reflected on a consolidated balance sheet of the Contributor and its Subsidiaries as determined in accordance with GAAP applied on a consistent basis throughout the periods involved.

- (b) "GAAP" means (i) United States generally accepted accounting principles, with respect to those entities formed in the United States, or (ii) generally accepted accounting principles used by such entity, with respect to those entities formed in a jurisdiction other than in the United States.

2. Assumption of Liabilities. On the terms and subject to the conditions of this Agreement, and concurrent with the transactions described in Section 1, LLC shall assume all of the obligations and liabilities, other than Excluded Liabilities (as defined in the Purchase Agreement), of Contributor (the "Assumed Liabilities").

3. Employee Matters. LLC covenants and agrees to meet the requirements of the Alternate Procedure set forth in Section 5 of Rev. Proc. 2004-53 issued by the Internal Revenue Service on August 23, 2004 ("Rev Proc"), and Contributor covenants and agrees to timely provide LLC sufficient information to meet such requirements including, but not limited to, enabling LLC to issue Form W-2, for each applicable employee, in a timely manner.

4. Membership Interests. The aggregate consideration to be received by Contributor in exchange for the transfer of the Contributed Assets and the Assumed Liabilities shall be 100% of the membership interests in LLC with an agreed aggregate value of \$615,000,000, having the rights and preferences set forth in the Limited Liability Company Agreement of LLC, dated as of May 29, 2007.

5. Indemnity. Contributor hereby agrees to indemnify, reimburse, defend and hold harmless LLC and its subsidiaries against any and all losses, damages, fees, liabilities, obligations, claims of any kind, interest and expenses (including reasonable attorneys' fees and expenses) arising from or attributable to any Excluded Liabilities.

6. Further Assurances. Each party hereto covenants and agrees to take any and all such further action and to execute, acknowledge and deliver such further instruments, documents and agreements as the other party hereto may reasonably request to effectuate, consummate or confirm the transactions contemplated hereby.

7. Successors and Assigns. Except as expressly provided herein, this Agreement shall bind and inure to the benefit of the respective successors and assigns of LLC and Contributor.

8. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic

or legal substance of the transactions contemplated by this Agreement 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 Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of law principles thereof.

10. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.


[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

EXSTREAM SOFTWARE, INC.

By:   
Name: Davis Marksbury  
Title: President

EXSTREAM SOFTWARE LLC

By:   
Name: Davis Marksbury  
Title: President

Signature Page to Contribution Agreement between Exstream Software, Inc. and Exstream Software LLC