

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
Waban Software, Inc.		08/10/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Phase Forward Incorporated		
Street Address:	1440 Main Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2759201	GENETRIALS	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215.981.4401		
Email:	tilleryk@pepperlaw.com		
Correspondent Name:	M. Kelly Tillery		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	18th and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	130773.45		
NAME OF SUBMITTER:	Christopher D. Olszyk, Jr.		
Signature:	/cdo/		
Date:	08/26/2009		

OP \$40.00 2759201

Total Attachments: 2

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ASSIGNMENT

This Trademark Assignment (the "Assignment") is made by Waban Software, Inc., a Delaware corporation having an address at 84 Sherman Street, Cambridge, Massachusetts 02140 ("Assignor"), and Phase Forward Incorporated, a Delaware corporation having an address of 1440 Main Street, Waltham, Massachusetts 02451 ("Assignee").

Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademark(s) as set forth but not limited to those listed in the attached Schedule A (the "Trademarks"), together with the good will of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth herein, and a fee in the amount of \$1.00, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business symbolized thereby.


2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.

3. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.

4. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

5. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

WABAN SOFTWARE, INC.

By 
Name: D. Ari Buchler
Title: Secretary

Date: August 10th, 2009

SCHEDULE 1

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>
GENETRIALS	Canada	TMA537061
GENETRIALS	European Community	000961300
GENETRIALS	Japan	4337208
GENETRIALS	Switzerland	461977
GENETRIALS	United States	2759201