

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
ChanneLinx, Inc.		07/20/2009	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Pervasive Software Inc.		
Street Address:	12365-B Riata Trace Parkway		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78727		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3421469	WEBDI	
Registration Number:	2545778	CHANNELINX	
Registration Number:	2378255	WEBDI	
CORRESPONDENCE DATA			
Fax Number:	(415)442-1001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 442-1326		
Email:	ralpert@morganlewis.com		
Correspondent Name:	Rochelle D Alpert, Morgan Lewis		
Address Line 1:	One Market, Spear Street Tower		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	059055.2000		
NAME OF SUBMITTER:	Rochelle D Alpert		

CH \$90.00 3421469

900144758

**TRADEMARK
 REEL: 004074 FRAME: 0509**

Signature:	/rda/
Date:	10/06/2009
Total Attachments: 5 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif	

CONFIDENTIAL
EXECUTION VERSION

ASSET PURCHASE AGREEMENT

dated as of

July 20, 2009

by and among

PERVASIVE SOFTWARE INC.,

CHANNELINX, INC.,

and

THE DEBTHOLDERS

TRADEMARK
REEL: 004074 FRAME: 0511

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is entered into as of July 20, 2009 (this "**Agreement**"), by and among Pervasive Software Inc., a Delaware corporation ("**Buyer**"), Channelinx, Inc., a South Carolina corporation ("**Seller**"), and certain of Seller's debtholders listed on Schedule A attached hereto (collectively, the "**Debtholders**"). Seller, the Debtholders and Buyer are sometimes referred to herein individually as, a "**Party**" and collectively as, the "**Parties**."

RECITALS

A. Upon the terms and subject to the conditions of this Agreement, Seller wishes to sell to Buyer substantially all of the assets (including tangible and intangible assets of whatever nature, including without limitation, contracts, goodwill, trademarks, the corporate names "Channelinx," "WebDI" and "eLinx" and deferred revenues under maintenance and/or subscription agreements that are attributable to services that would be performed by Buyer following Closing (as defined in Section 3.3 hereof), but excluding cash and accounts receivable attributable to services performed by Seller under maintenance and/or subscription agreements prior to Closing and license fees billed by Seller covering periods prior to Closing) of Seller associated with Seller's business of providing web-based procurement, catalogue and EDI solutions as currently conducted or currently proposed to be conducted (the "**Business**") and to transfer to Buyer certain specified obligations and liabilities of Seller and, upon the terms and subject to the conditions of this Agreement, Buyer wishes to acquire such assets and to assume such obligations and liabilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS


1.1 Agreement to Purchase and Sell. Upon the terms and subject to the conditions set forth in this Agreement, upon the Closing Date (as defined in Section 3.3 hereof), Seller shall convey, sell, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller, all right, title and interest existing now or at any time hereafter through the Closing Date (whether or not in inchoate form) in or to substantially all of the assets, properties and rights of Seller related to Seller's Business, including, without limitation, those listed below:

(a) All marketing materials (including website materials), training materials, office and reference manuals and similar items associated with the Business;

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

BUYER:

PERVASIVE SOFTWARE INC.

By: 

John Farr, President and CEO

SELLER:

CHANNELINX, INC.

By: _____
Steve Pridemore, President

DEBTHOLDERS:

Daniel Schmidt III

Kurt Herwald

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER:

PERVASIVE SOFTWARE INC.

By: _____
John Farr, President and CEO

SELLER:

CHANNELINX, INC.

By: _____
Steve Pridemore, President

DEBTHOLDERS:

Daniel Schmidt III

Kurt Herwald

CHANNELINX, INC.
DISCLOSURE SCHEDULES

Schedule 4.6(a)

List of Trademarks, Copyrights, Patents, and domain names

Section 4.6(a)(1)
Seller
Trademarks:

Registered Trademark	Reg. No.	Date of Registration
WEBDI (standard character mark)	3,421,469	May 6, 2008
Channelinx with design	2,545,778	March 12, 2001
WebDI (stylized mark)	2,378,255	August 15, 2000

Section 4.6(a)(5)

See Attachment 4.6(a)(5)

Section 4.6(a)(7) Domains

Channelinx.com
Channelinx.net
chlxinc.com
webdi.comSSL

Certificate Expires Billing Date
 www.webdi.com
Deluxe High Assurance SSL (3 Years) 3/29/2010 2/22/2010
 w3.webdi.com
Deluxe High Assurance SSL (3 Years) 5/21/2010 4/21/2010
 lwsupply.Seller.com

By listing items in this Disclosure Schedule, Seller shall not be deemed to have (a) established a materiality standard, that such requested information is material, or that such exceptions would have a material adverse effect, or (b) admitted any liability.