

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Acquisition Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Software Engineering Corporation		03/03/2009	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	DatCard Systems, Inc.		
Street Address:	7 Goodyear		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2211144	SOFTWARE ENGINEERING CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(949)760-9502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-760-0404		
Email:	efiling@kmob.com		
Correspondent Name:	Knobbe, Martens, Olson & Bear, LLP		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	DATCAR.052T		
NAME OF SUBMITTER:	Stacey R. Halpern		
Signature:	/Stacey R. Halpern/		
Date:	12/16/2009		

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Total Attachments: 4

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ACQUISITION AGREEMENT

BY AND BETWEEN

DATCARD SYSTEMS, INC.

-AND-

Software Engineering Corporation

Dated as of March 3, 2009

ACQUISITION AGREEMENT

This Acquisition Agreement (the "Agreement") is made and entered into as of March 3, 2009, by and between Software Engineering Corporation ("Seller" or "Company") and DatCard Systems, Inc. ("Buyer").

RECITALS

A. Seller is in the business of manufacturing, assembling, and selling solutions for data storage and distribution.

B. Buyer desires, subject to the terms of this Agreement, to purchase certain assets of Seller directly from Seller (the "Acquisition"), and, in furtherance thereof, have approved the Acquisition.

C. Seller, on the one hand, and Buyer, on the other hand, desire to make certain representations, warranties, covenants and other agreements in connection with the Acquisition.

Now, therefore, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the parties agree as follows:

ARTICLE I

PURCHASE AND SALE OF SELLER'S ASSETS

1.1 Purchase and Sale. At the Closing (as defined in Section 1.2) and subject to and upon the terms and conditions of this Agreement, Buyer shall purchase from Seller and Seller shall sell, convey, transfer, assign and deliver to Buyer, free and clear of all liens, encumbrances or other defects of title, all of the Seller's assets set forth on Schedule 1.1 (the "Assets").

1.2 Closing Date. Unless this Agreement is earlier terminated pursuant to Section 8.1, the closing of the Acquisition (the "Closing") will take place at 1:00 p.m. on March 3, 2009, at the offices of DatCard Systems, Inc. 7 Goodyear, Irvine, California, unless another place or time is agreed to in writing by Buyer and the Seller. The date upon which the Closing actually occurs is herein referred to as the "Closing Date").

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prevailing party's attorneys' then prevailing rates as increased from time to time by the giving of advance written notice by such counsel to such party) incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a "Decision") granted therein, all of which shall be deemed to have accrued on the commencement of such Action and shall be paid whether or not such Action is prosecuted to a Decision. Any Decision entered in such Action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) postjudgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examination; (4) discovery; and (5) bankruptcy litigation.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first written above.

"BUYER"



Ken Wright for DataCard Systems, Inc.

"SELLER"



Eric Kelly, CEO Sencor, Inc.

SCHEDULE 1.1

ASSETS

1. All intellectual property and intellectual property rights, including without limitation all copyrights, trademarks, tradenames, patents, provisional patents, whether owned or claimed to be owned by Seller.
2. The names "Software Engineering Corporation" and "Sencor."
3. All telephone numbers currently used by Seller.
4. All domain names and IP addresses of Seller;
5. Customer lists;
6. All records and files (hardcopy and electronic) relating to the sale of products and the provision of services by Seller;
7. Computer databases and all hard copy and electronically stored information;
8. All license agreements and other agreements, excluding real property leases and real property maintenance contracts, under which Seller has conducted its business prior to the Closing;
9. All equipment, fixtures, supplies, and fixed assets of Seller, including without limitation all assets listed on Exhibits 1 and 2 attached hereto;
10. All work in progress.