

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
Cittio, Inc.		05/11/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nimsoft, Inc.		
Street Address:	275 Shoreline Drive, Suite 350		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3289584	CITTIO	
Registration Number:	3292874	CITTIO	
Registration Number:	2821660	WATCHTOWER	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-570-1909		
Email:	gwilliam@goodwinprocter.com		
Correspondent Name:	Gregory S. William		
Address Line 1:	Exchange Pl., 53 State St.		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	123276/177511		
NAME OF SUBMITTER:	Gregory S. William		

CH \$90.00 3289584

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**TRADEMARK
 REEL: 004132 FRAME: 0296**

Signature:	/Gregory S. William/
Date:	01/15/2010
Total Attachments: 8 source=CITTIO#page1.tif source=CITTIO#page2.tif source=CITTIO#page3.tif source=CITTIO#page4.tif source=CITTIO#page5.tif source=CITTIO#page6.tif source=CITTIO#page7.tif source=CITTIO#page8.tif	

PURCHASE AGREEMENT AND LICENSE

AGREEMENT dated as of May 11, 2009 (the "Effective Date") among NIMSOF, INC., a Delaware corporation ("Buyer"), and CITTIO, INC., a Delaware corporation ("Seller").

WHEREAS, Buyer desires to purchase or license certain assets from Seller, and Seller desires to sell or license assets to Buyer, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, the parties hereto agree as follows:

1. **Purchase and Sale** Buyer agrees to purchase from Seller and Seller agrees to sell, transfer, assign and deliver, or cause to be sold, transferred, assigned and delivered, to Buyer or its designee all right, title and interest of Seller in, to and under the following (the "Purchased Assets");

(a) all workstations and engineering equipment, including the equipment set forth on Schedule 1(a);

(b) all transferable licenses, permits or other governmental authorizations affecting, or relating in any way to, the business of the Seller, including those set forth on Schedule 1(b);

(c) all books, records, files and papers, whether in hard copy or computer format used by Seller or held by Seller, including, without limitation, general ledger and accounting and financial records, engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present and former suppliers, lists of present and former customers, customer and lead databases, marketing materials and documentation relating to Seller Intellectual Property but excluding corporate records, minute books, statutory books, stock ledgers and records; and

(d) all Seller Marks; and

(e) all transferable Seller Intellectual Property.

2. **Liabilities** Notwithstanding any provision in this Agreement or any other writing to the contrary, Buyer is not assuming any liability or obligation of Seller or any affiliate of Seller (or any predecessor owner of all or part of its business and assets) of whatever nature whether presently in existence or arising or asserted hereafter. All such liabilities and obligations shall be retained by and remain obligations and liabilities of Seller or its affiliates.

3. **License Agreement; Agent** Seller hereby grants to Buyer an unrestricted, worldwide, perpetual, non-cancelable, irrevocable, exclusive (subject to any licenses related to

object code outstanding as of the date hereof), transferable, royalty-free, fully-paid license to make, have made, use, distribute, sell, reverse engineer, decompile, modify, offer to sell, import, lease, distribute, license, sublicense and reproduce all Seller Intellectual Property not included in the Purchased Assets. All rights in and to all changes, developments or improvements made by Buyer subsequent to the date hereof to the Seller Intellectual Property and any related products, services or internal resources of Buyer and its affiliates shall be the exclusive property of Buyer or its affiliates, and Seller and its affiliates shall have no rights thereto. Seller has delivered electronic versions of all Seller Intellectual Property purchased or licensed hereunder. Seller hereby authorizes Buyer and its officers to act as Seller's agent pursuant to that certain

[REDACTED] the "Payoff Letter".

4. **Purchase Price and License Fee** Upon the execution of this Purchase Agreement and License, Buyer shall pay to Seller the aggregate sum of [REDACTED] pursuant to the wire instructions set forth on Exhibit B. After Seller has (i) delivered to Buyer a fully-executed Payoff Letter and the Confirmation of Receipt of Full Payment of the Payoff Amount contained therein and (ii) filed UCC-3 financing statement terminations with respect to each financing statement filed against the Seller and its subsidiaries, (i) Buyer shall pay to Seller the aggregate sum of [REDACTED] pursuant to the wire instructions set forth on Exhibit B and (ii) Seller and Buyer shall execute and deliver the Conveyance and Agreement attached as Exhibit A hereto. Seller agrees that it shall, as required by law, pay or make adequate provision for all sales, use, transfer, stamp, documentary and other similar taxes and recording and filing fees incurred in connection with the transactions contemplated by this Agreement. Buyer will afford to Seller and its agents reasonable access to the general ledger and accounting and financial records after the date hereof

5. **Amendment; Waiver; Entire Agreement** Any provision of this Agreement may be amended if, and only if, such amendment is in writing and signed by Buyer and Seller. Any provision of this Agreement may be waived by Buyer or Seller if the waiver is in writing and signed by the party to be bound. This Agreement and the attachments hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof.

6. **Expenses; Confidentiality** All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense. Unless otherwise required by law, neither Seller nor its employees or agents will, without the prior written consent of Buyer, disclose to any person any of the existence of this Purchase and License Agreement or any terms or conditions contained in this Purchase And License Agreement or related to the transactions contemplated hereby.

7. **Successors and Assigns** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Governing Law** This Agreement and the Ancillary Agreements shall be construed in accordance with and governed by the law of the State of California, without regard to the conflicts of law rules of such state.

9. **Counterparts; Effectiveness** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

10. **Definitions** The following terms, as used herein, have the following meanings:

"Intellectual Property Assets" means: (A) patents, patent applications of any kind, patent rights, inventions, discoveries and invention disclosures (whether or not patented) (collectively, "Patents"); (B) copyrights in both published and unpublished works, including all compilations, databases and computer programs, manuals and other documentation and all copyright registrations and applications, and all derivatives, translations, adaptations and combinations of the above (collectively, "Copyrights"); (C) rights in know-how, trade secrets, confidential or proprietary information, research in progress, algorithms, data, designs, processes, formulae, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, Beta testing procedures and Beta testing results (collectively, "Trade Secrets"); (D) any and all other intellectual property rights and/or proprietary rights relating to any of the foregoing other than Marks; and (E) all goodwill, franchises, licenses, permits, consents, approvals, and claims of infringement and misappropriation against third parties.

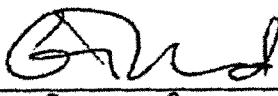
"Marks" means: all rights in registered and unregistered trademarks, service marks, trade names, trade dress, logos, packaging design, slogans and Internet domain names, and registrations and applications for registration of any of the foregoing.

"Seller Intellectual Property" means all Intellectual Property Assets owned by the Seller or used or held for use by the Seller.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto here caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

NIMSOF, INC.

By: 
Name: GARY READ
Title: President & CEO

CITTIO, INC.

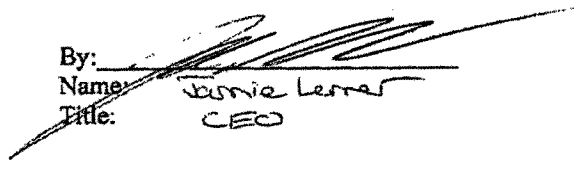
By: 
Name: Jamie Lerner
Title: CEO



EXHIBIT A


CONVEYANCE AND AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to that certain Purchase Agreement and License between Seller and Buyer, Seller and Buyer agree as follows:

1. Seller hereby sells, delivers, transfers, sets over and assigns unto Buyer the Purchased Assets, to have and to hold the same unto Buyer, Buyer's successors and assigns, forever.
2. Seller hereby agrees to perform, execute and/or deliver any and all such further acts and assurances as Buyer may reasonably require to perfect Buyer's interest in the Purchased Assets.
3. Seller represents and warrants to Buyer that (a) Seller is the sole owner of and has good and marketable title to the Purchased Assets, free and clear of all liens, encumbrances, claims and demands, (b) Seller has not previously sold or assigned the Purchased Assets to any other party, and (c) Seller will freely and fully warrant and defend the Purchased Assets against the lawful claims of any person claiming by, through or under the Seller.
4. Seller makes no warranty, express or implied, as to the Purchased Assets, included, but not limited to the condition of the Purchased Assets, its merchantability or its fitness for any particular purpose. Buyer acknowledges that Buyer has fully inspected the Purchased Assets, and Buyer accepts the Purchased Assets in its present used and "as is" condition.

EXECUTED under seal as of the date first above written.

CITTIO, INC.

By: 
 Name: Jamie Lerner
 Title: CEO

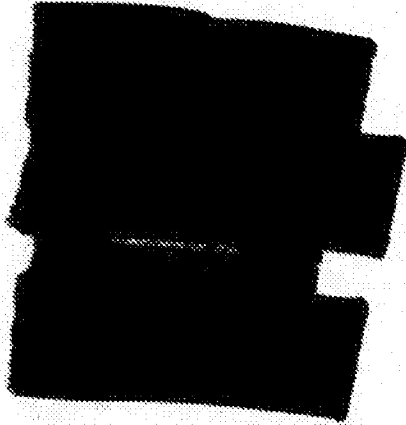
Acknowledged and Agreed:

NIMSOFT, INC.

By: _____
 Name:
 Title:

Handwritten initials

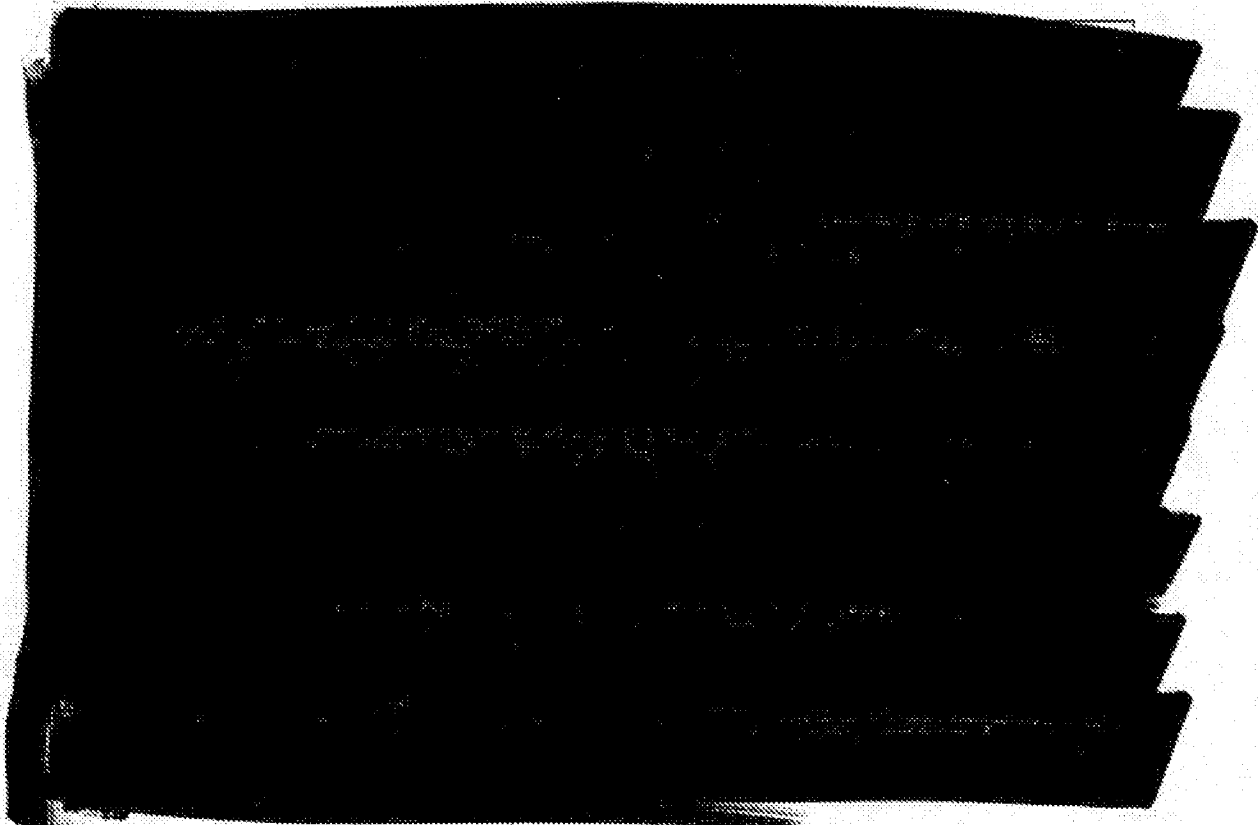
Exhibit B



Purchase Agreement and License - Execution Version (2).DOC

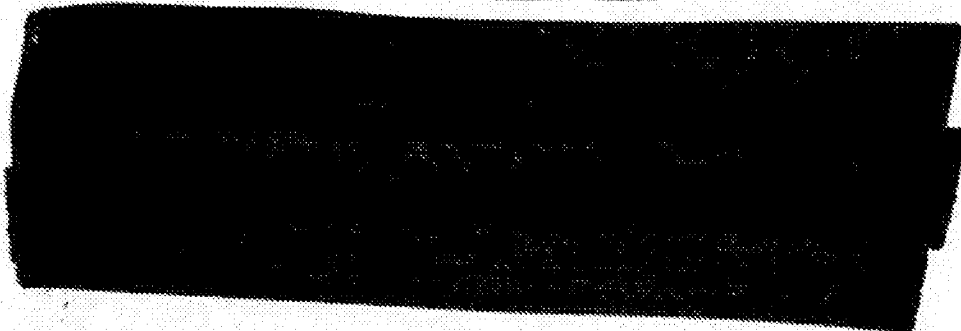
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SCHEDULE 1(a)



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SCHEDULE 1(b)



Purchase Agreement and License - Execution Version (2).DOC

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