

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
Jorg R Janke		05/31/2006	INDIVIDUAL: GERMANY
RECEIVING PARTY DATA			
Name:	ComPiere, Inc.		
Street Address:	2828 SW Corbett Avenue		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97201		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3727502	COMPIERE FROM THE SOURCE	
CORRESPONDENCE DATA			
Fax Number:	(650)938-5200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-988-8500		
Email:	trademark@fenwick.com		
Correspondent Name:	Connie L. Ellerbach, Esq.		
Address Line 1:	Fenwick & West LLP		
Address Line 2:	801 California Street		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	25272-00200-2381		
NAME OF SUBMITTER:	Connie L. Ellerbach, Esq.		
Signature:	/cle 1087/		
Date:	02/26/2010		

CH \$40.00 3727502

Total Attachments: 5

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CONFIRMATORY ASSIGNMENT OF TECHNOLOGY AGREEMENT

This Confirmatory Assignment of Technology Agreement (this "*Agreement*") is made and entered into effective as of May 31, 2006 (this "*Effective Date*") by and between ComPiere, Inc., an Oregon corporation (the "*Company*"), and Jorg R. Janke, a resident of Oregon (the "*Assignor*").

RECITALS

WHEREAS, prior to the Effective Date, the Assignor has developed certain technology and intellectual property on behalf of the Company and/or its predecessor corporation, ComPiere, Inc., a Connecticut corporation (the "*Predecessor Corporation*"), as further described below, which relates to the Company's actual and proposed business;

WHEREAS, Assignor intended such technology and intellectual property to be assigned to and owned by the Company, but the documentation relating to Assignor's assignment of the technology and intellectual property to the Company and/or the Predecessor Corporation may be missing and/or incomplete;

WHEREAS, the Company's successor in interest, ComPiere, Inc., a Delaware corporation, is proposing to issue shares of its Series A Preferred Stock to certain investors (the "*Investors*") in a Series A Preferred Stock financing.

WHEREAS, Assignor acknowledges that his execution and delivery of this Agreement, in order to confirm Assignor's assignment to the Company of any and all rights of Assignor relating to the actual or proposed business of the Company, is a condition of the Series A Preferred Stock financing and that the Investors will be relying on the terms and conditions of this Agreement in making their investment in such financing;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to the Agreement agree as follows:

1. **Certain Definitions.** As used herein, the following terms will have the meanings set forth below:

1.1 **Technology.** The term "*Technology*" means all inventions, technology, ideas, concepts, processes, business plans, documentation, financial projections, models and any other items, authored, conceived, invented, developed or designed by Assignor relating to the technology or business of the Company and/or the Predecessor Corporation, which is described on **Exhibit A** attached hereto, that is not otherwise owned by the Company.

1.2 **Derivative.** The term "*Derivative*" means: (i) any derivative work of the Technology (as defined in Section 101 of the U.S. Copyright Act); (ii) all improvements, modifications, alterations, adaptations, enhancements and new versions of the Technology (the "*Technology Derivatives*"); and (iii) all technology, inventions, products or other items that, directly or indirectly, incorporate, or are derived from, any part of the Technology or any Technology Derivative.

1.3 **Intellectual Property Rights.** The term "*Intellectual Property Rights*" means, collectively, all worldwide patents, patent applications, patent rights, copyrights, copyright registrations, moral rights, trade names, trademarks, service marks, domain names and registrations and/or applications for all of the foregoing, trade secrets, know-how, mask work rights, rights in trade dress and packaging, goodwill and all other intellectual property rights and proprietary rights relating in any way to the

Technology, any Derivative or any Embodiment, whether arising under the laws of the United States of America or the laws of any other state, country or jurisdiction.

1.4 **Embodiment.** The term "***Embodiment***" means all documentation, drafts, papers, designs, schematics, diagrams, models, prototypes, source and object code (in any form or format and for all hardware platforms), computer-stored data, diskettes, manuscripts and other items describing all or any part of the Technology, any Derivative, any Intellectual Property Rights or any information related thereto or in which all of any part of the Technology, any Derivative, any Intellectual Property Right or such information is set forth, embodied, recorded or stored.

1.5 **Assigned Assets.** The term "***Assigned Assets***" refers to the Technology, all Derivatives, all Intellectual Property Rights and all Embodiments, collectively.

2. **Assignment.** For good and valuable consideration to Assignor, receipt of which is hereby acknowledged, Assignor acknowledges and agrees that he has transferred and assigned, and does hereby transfer and assign, to the Company, and its successors and assigns, Assignor's entire right, title and interest in and to each and all of the Assigned Assets.

3. **Assignor Representations and Warranties.** Assignor represents and warrants to the Company that to the best of his knowledge Assignor is the owner, inventor and/or author of, and that Assignor can grant exclusive right, title and interest in and to, each of the Assigned Assets and that none of the Assigned Assets are subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third party, or any other rights that might interfere with the Company's use, or exercise of ownership of, any Assigned Assets. Assignor further represents and warrants to the Company that to the best of his knowledge the Assigned Assets are free of any claim of any prior employer or third party client of Assignor or any school, university or other institution Assignor attended, and that Assignor is not aware of any claims by any third party to any rights of any kind in or to any of the Assigned Assets. Assignor agrees to immediately notify the Company upon becoming aware of any such claims.

4. **Further Assurances.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Assignor further agrees, promptly upon request of the Company, or any of its successors or assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for copyright, patent or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Company, its successors and assigns, all right, title and interest in and to each of the Assigned Assets, and to cooperate and assist in the prosecution of any opposition proceedings involving said rights and any adjudication of the same. Further, Assignor agrees never to assert any claims, rights or moral rights in or to any of the Assigned Assets.

5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

6. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws.

7. **Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

8. **Successors and Assigns; Assignment.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

9. **Notices.** Any and all notices required or permitted to be given to a party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such party sufficient notice under this Agreement on the earliest of the following: (i) at the time of personal delivery, if delivery is in person; (ii) one (1) business day after deposit with an express overnight courier for United States deliveries, or two (2) business days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; or (iii) three (3) business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries. All notices for delivery outside the United States will be sent by express courier. All notices not delivered personally will be sent with postage and/or other charges prepaid and properly addressed to the party to be notified at the address set forth below the signature lines of this Agreement, or at such other address as such other party may designate by one of the indicated means of notice herein to the other parties hereto.

10. **Severability.** If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the forgoing, if the value of this Agreement based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

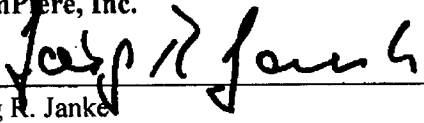
11. **Amendment and Waivers.** This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date and year first above written.

COMPANY

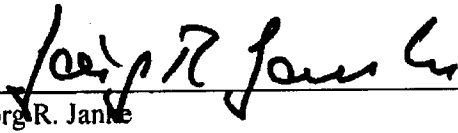
ComPiere, Inc.



Jorg R. Janke

Address: 2828 SW Corbett Avenue
Portland, OR 97201

ASSIGNOR



Jorg R. Janke

Address: 397 Livingood Lane
Lake Oswego, OF 97034

EXHIBIT A

Description of Business

A9000/00000/DOCS/1618179.1

TRADEMARK

RECORDED: 02/26/2010

REEL: 004157 FRAME: 0586