

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
The Alpha Computing Group, Inc.		06/16/2007	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Ascentium Corporation		
Street Address:	225-108th Avenue NE, Suite 225		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3201160	I INVOKESYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(206)340-9599		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-340-9619		
Email:	rcumbow@grahamdunn.com		
Correspondent Name:	Robert C. Cumbow - Graham & Dunn PC		
Address Line 1:	2801 Alaskan Way, Suite 300 - Pier 70		
Address Line 4:	Seattle, WASHINGTON 98121-1128		
ATTORNEY DOCKET NUMBER:	NEW-ASCENTIUM-INVOKE		
NAME OF SUBMITTER:	Robert C. Cumbow		
Signature:	/rccl/		
Date:	04/12/2010		

OP \$40.00 3201160

Total Attachments: 4

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("**Agreement**") is entered into as of June 16, 2007 (the Effective Date), by and between Ascentium Corporation, a Washington corporation with its principal offices at 225-108th Avenue NE, Suite 225, Bellevue, Washington, 98004 ("**Ascentium**"), and The Alpha Computing Group, Inc. dba Invoke Systems, a Maryland corporation with its principal offices at 5523 Research Park Drive, Suite 130, Baltimore, Maryland, 21228 ("**Invoke**").

RECITALS

Ascentium provides a variety of business consulting, software and marketing services, including software development, consulting, web site development, marketing and business communications, and other related services. Invoke is one of the most skilled Microsoft CRM companies with an experienced Microsoft CRM development team. Upon the terms and subject to the conditions set forth in this Agreement, Ascentium desires to purchase from Invoke and Invoke desires to sell to Ascentium, substantially all of its assets comprising the business, existing and future customer contracts, paper and electronic files supporting completed and ongoing projects, existing customer and sales prospect lists, and other general related intangibles, on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual agreements and promises set forth below, Ascentium and Invoke agree as follows:

1. Sale and Transfer of Assets

Transfer of Assets. Subject to the terms and conditions of this Agreement, Invoke will sell to Ascentium, and Ascentium will purchase and accept from Invoke as of the Effective Date, free and clear of all liens, all of Invoke's rights, title and interest, including all intellectual property rights, in and to all of the following assets as the same will exist on the Effective Date (the "**Purchased Assets**"):

- (a) all rights in connection with its Microsoft CRM practice and all related software development services under existing and in-process contracts, agreements, commitments, sales and purchase orders ("**Existing Contracts**") other than rights to receive payment under the Existing Contracts for services provided prior to the Effective date (with the exception of those items specifically excluded under section 5.4) and subject to (i) receipt of all necessary consents of parties to the Existing Contracts and (ii) Ascentium assuming any ongoing performance obligations of the Existing Contracts;
- (b) all rights in connection with its future and projected services for any current or prior customers or prospects, a list of which is attached as Exhibit A;
- (c) all accounts receivable arising from the Existing Projects (defined at Section 5.2) for services provided subsequent to the Effective Date;
- (d) all pre-paid cash received under Existing Projects for which services have not been provided as of the Effective Date (see 5.2 below);
- (e) any and all intellectual property including all products, design and code

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documentation, design information, product information, development specifications, technical manuals and data, drawings, development workpapers and notes, development work-in-process, and other proprietary information and materials of any kind whether in hard copy or electronic format;

- (f) all other materials owned or licensed by Invoke for use in its Microsoft CRM and related software development services;
- (g) all business related intangible assets of Invoke, including all websites and domain names, logo's, trademarks, company names, client, contact and prospect lists, etc.;
- (h) all furniture, equipment, books, software, lease deposits and other tangible assets detailed in Exhibit B to this agreement;

Purchase Price. Subject to the performance by Invoke of all of its obligations under this Agreement (including delivering all documents required to be delivered) at the Closing, in consideration of the acquisition of the Purchased Assets under Section 1.1, Ascentium agrees to pay Invoke ~~\$2,500,000~~ as follows: ~~\$2,500,000~~ in cash at the Closing Date, and the remaining ~~\$2,500,000~~ in cash 30 days following the Closing Date.

2. Closing/Deliveries

Subject to the terms and conditions of this Agreement, the Closing will take place on such date, as soon as practicable as the parties may agree, but in any case, no later than June 25, 2007 (the "Closing Date"). At the Closing, Invoke will sell, grant and assign to Ascentium, and Ascentium will purchase and accept from Invoke, all of Invoke's right, title and interest in and to the Purchased Assets and Ascentium will deliver ~~\$2,500,000~~ cash to Invoke.

3. Transferred Employees

Ascentium intends to offer employment to significantly all of Invoke's current employees (the "Transferred Employees"). Except as otherwise agreed, employees will be hired on an "at-will" basis at salaries to be negotiated, and will be eligible for the normal Ascentium benefit program. The terms of employment will be as mutually agreed to between each Transferred Employee and Ascentium, and will be subject to Ascentium's standard employment and non-disclosure agreement. The terms of employment for each of the shareholders of Invoke will be negotiated separately and will be independent of this Asset Purchase Agreement. Ascentium will have no obligation for payments of salary or any other form of compensation, including health or similar benefits due to any Transferred Employee that accrued before their date of hire by Ascentium.

4. Representations and Warranties of Ascentium

Ascentium hereby makes the following representations and warranties to Invoke, which representations and warranties are made for the express purpose of inducing Invoke to enter into this Agreement.

4.1 **Organization, Good Standing, and Authority.** Ascentium is a corporation duly organized, validly existing, and in good standing under the laws of the State of Washington and has authority to enter into this Agreement and perform its obligations hereunder. This Agreement constitutes a valid and binding agreement of Ascentium enforceable in accordance with its terms.

4.2 **No Breach.** The execution and delivery of this Agreement and the Invoke Shareholder Employment Agreements by Ascentium on the Closing Date is not an event which, of itself or with the giving of notice or the passage of time, or both, could constitute a violation of or conflict with or result in any breach of, or default under the terms, conditions, or **TRADEMARK** **REGS 004184 FRAME: 0426**

regulation, Ascentium's Articles of Incorporation or Bylaws, Ascentium's Shareholders Agreement dated as of January 1, 2002, as amended (the "**Shareholders Agreement**"), or any other agreement or instrument to which Ascentium is a party or by which it is bound. Ascentium has provided to Invoke true and correct copies of its Articles of Incorporation, Bylaws and the Shareholders Agreement.

- 4.3 **Warranties.** To the best of Ascentium's knowledge and belief, no statement contained in any certificate, schedule, financial statement or other document provided by Ascentium pursuant to this Asset Purchase Agreement contains any untrue statement of fact.

5. **Miscellaneous**

- 5.1 **Amendments and Waivers.** Any term of this Agreement may be amended or waived with the written consent of the parties or their respective successors and assigns. Any amendment or waiver affected in accordance with this will be binding upon the parties and their respective successors and assigns.

- 5.2 **Settlement and Final Reconciliation of Accounts.** Immediately following the Closing of this Agreement, a complete detail of ongoing and recently completed projects ("**Existing Projects**") will be provided by Invoke to Ascentium. All time incurred on these projects subsequent to the Effective Date will be combined with time incurred prior to the Effective Date for the purpose of allocating cash received on a pro-rata basis for each project. A final reconciliation for all Existing Projects will be performed on the later of 90 days after the Closing Date or the completion of the final Existing Project. A Final Settlement payment shall be made to either Ascentium or Invoke within five (5) days of acceptance of the reconciliation. In addition, certain other expenses may be paid by either party which may be related to purchases or services incurred by the other party. These items will be collected on the reconciliation schedule discussed above and included in the final settlement.

In the event there is a dispute between the parties as to the final reconciliation, if the unresolved amount is less than \$10,000, the parties agree to split the disputed amount evenly between them. If the unresolved amount is \$10,000 or greater, either party may request that this dispute be resolved through binding arbitration, the arbitrator to be mutually agreed to by both parties.

- 5.3 **Effect of Asset Purchase.** This Agreement is for the purchase of certain assets of Invoke. Only assets as specified in other sections of this Agreement are being purchased. All other assets not expressly included or implied will remain with Invoke. In addition, all liabilities and non-customer related commitments of Invoke will remain with Invoke. Following the Closing Date, the name of the continuing corporation will be changed to reflect that the trade name of Invoke has been transferred to Ascentium under this Agreement.

- 5.4 **Exclusions.** The Management team of Invoke has spent a significant amount of time in the pursuit of certain large contracts for the sale of Microsoft Dynamics CRM software to the US Air Force and the US Department of Agriculture. These deals, as further described below, are expected to close prior to June 30, 2007. To the extent that the contracts actually close subsequent to the effective date of this Agreement, but prior to or on June 30, 2007, the Microsoft CSA fees shall be excluded from this Agreement and will belong to the former shareholders of Invoke. If any of these contracts close subsequent to June 30, 2007, they will be considered as part of this Agreement and will be allocated the same as all other Microsoft CSA fees.

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The excluded contracts are as follows:

- a) RFF Tracker Licenses for the Air Force Operation Group;
- b) TMT Licenses for the United States Air Forces - Europe or AF/DW; AND
- c) CRM Licenses for the United States Department of Agriculture NRCS.

5.5 Successors and Assigns. The terms and conditions of this Agreement will inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

5.6 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto will be governed, construed and interpreted in accordance with the laws of the State of Washington, without giving effect to principles of conflicts of law.


5.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

5.8 Taxes. If any state or local sales, use or transfer tax becomes due as a result of this transaction, then all such taxes shall be filed by Ascentium and paid one-half by Ascentium and one-half by Invoke as and when required.


5.9 Entire Agreement. This Agreement constitutes the entire agreement between Ascentium and Invoke, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

This Agreement has been duly executed and delivered by the duly authorized officers of Invoke and Ascentium as of the date first above written.

THE ALPHA COMPUTING GROUP, INC. DBA INVOKE SYSTEMS:

Signature:	
Name:	Michael Speer
Title:	CEO & Secretary
Date:	6-25-07

ASCENTIUM CORPORATION:

Signature:	
Name:	Randy Lieber
Title:	Chief Financial Officer
Date:	6-25-07