

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 Internet Applications Group Holdings Limited		10/14/2005	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Meeting Maker United States Inc.		
Street Address:	111 Speen St.		
Internal Address:	Suite 510		
City:	Framingham		
State/Country:	MASSACHUSETTS		
Postal Code:	01701		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2856224	PEOPLECUBE	
Registration Number:	2856225	PEOPLECUBE	
CORRESPONDENCE DATA			
Fax Number:	(617)723-2830		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-742-0110 x201		
Email:	wfs@swiggartagin.com		
Correspondent Name:	William F. Swiggart, Esq.		
Address Line 1:	197 Portland Street		
Address Line 2:	4th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02114		
NAME OF SUBMITTER:	William F. Swiggart		
Signature:	/william swiggart/		

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**TRADEMARK
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Date:

06/10/2010

Total Attachments: 6

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DATED 19 OCTOBER 2005

- (1) THE INTERNET APPLICATIONS GROUP HOLDINGS LIMITED
- (2) THE INTERNET APPLICATIONS GROUP (UK) LIMITED
- (3) THE INTERNET APPLICATIONS GROUP (IPR) LIMITED
- (4) MEETING MAKER UNITED STATES INC.

AGREEMENT FOR THE SALE AND PURCHASE
OF CERTAIN BUSINESS AND ASSETS

THIS AGREEMENT is made on the

14 October

2005 BETWEEN:

- (1) THE INTERNET APPLICATIONS GROUP HOLDINGS LIMITED ("the First Vendor") registered in England under number 03196265 whose registered office is at Allied House 2nd Floor 29-39 London Road Twickenham Middlesex TW1 2SZ;
- (2) THE INTERNET APPLICATIONS GROUP (UK) LIMITED ("the Second Vendor") registered in England under number 02233267 whose registered office is at Allied House 29-39 London Road Twickenham Middlesex TW1 3SZ;
- (3) THE INTERNET APPLICATIONS GROUP (IPR) LIMITED ("the Third Vendor") registered in England under number 04131601 whose registered office is at 2nd Floor Allied House 29-39 London Road Twickenham Middlesex TW1 3SZ; and
- (4) MEETING MAKER UNITED STATES INC., ("the Purchaser") a Delaware corporation having a place of business at 411 Waverley Oaks Road Suite 310 Waltham, MA 02452 USA

RECITALS:

- A. The Vendors desire to sell, assign and transfer to Purchaser certain of Vendors' Business and Assets, and,
- B. Purchaser desires to purchase and acquire such Business and Assets on the terms and conditions hereinafter set forth.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE I.

DEFINITIONS AND INTERPRETATION

Section 1.1. In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

- | | |
|-------------------------------|--|
| 'Assets' | the assets to be sold hereunder and referred to in Article 2.1; |
| 'Augeo Consultancy Agreement' | the agreement for services made between Augeo Software B.V. and the Purchaser in respect of the services of Matthijs Galesloot and Joep Wijers set out Exhibit F |

'Goodwill'

the goodwill of the Business and the exclusive right for the Purchaser to represent itself as carrying on the Business in succession to the Vendors and to use all trade names associated with the Business;

'Intellectual Property'

patents, trade marks or names service marks, whether or not registered or capable of registration, registered designs, design rights, copyrights, database right and rights in databases the right to apply for and applications for any of the preceding items, together with the rights in inventions, processes, software, know-how, trade or business secrets, confidential information or any process or other similar right or asset capable of protection;

'Intellectual Property Licenses'

the licenses and other agreements granted by third parties to the Vendors for the use of the Intellectual Property set out in Exhibit J;

'Lease'

the Second Vendors lease of the Premises dated 24th February 1999;

'Leasing and Suppliers Agreements'

any leasing, conditional sale, credit sale, hire purchase and like agreements to which the Vendors are a party, pursuant to which title to assets used by the Vendor in or in relation to the Business does not pass or has not passed to the Vendor, and all contracts or arrangements with suppliers, all as set out in Exhibit G;

'Liabilities'

the claims, liabilities (actual or contingent) obligations and debts of the Vendors in relation to the Business up to and including the Closing Date;

'Names'

"PeopleCube" or "Intapps" or any representation or application of either, whether in terms of packaging, get-up, website domain names as set out in Exhibit K or otherwise, as used in the Business on or before the Closing Date and any other names which are similar to or capable of being confused with either of them;

'Prepayments'

all amounts paid by the Vendors prior to the Effective Date in relation to the Business or any of the Assets but in respect of a period after the Effective Date or in respect of goods or services to be supplied to the Vendor after the Effective Date (including goods or services supplied during a period which straddles the Effective Date) but excluding any such amounts relating to the Excluded Contracts or to liabilities of the Vendor not taken over by the Purchaser pursuant to this Agreement (other than rent paid by the Second Vendor in advance under the Lease which shall be deemed a prepayment);

ARTICLE II.

SALE, TRANSFER, ASSIGNMENT AND PURCHASE OF THE ASSETS, AND ASSUMPTION OF LIABILITIES

Section 2.1. Assets Conveyed. Upon the terms and subject to the conditions set forth in this Agreement, the Vendors hereby conveys, sells, transfers, assigns and delivers to Purchaser with full title guarantee as of the Closing Date, and Purchaser hereby purchases from Vendors, all right, title and interest of Vendors in and to all assets, properties and rights, tangible or intangible, contractual or otherwise, contingent or otherwise, wherever located, as listed below.

- (a) all rights of the Vendors in and to computer software programs including source code and object code and such other documentation, materials and training materials, testing materials, reports, etc) and other items described in Exhibit A hereto (the "Software").
- (b) All other Intellectual Property of the Vendors not conveyed pursuant to sub section (a) above which relates to the Business including, without limitation, those items listed on Exhibit B hereto (hereinafter the "Technology")
- (c) All inventories of the Software and other items relating to the Software or Technology, whether work-in-process or finished goods, active shipments and consigned goods whether or not located on the premises of Vendors;
- (d) The Contracts, rental agreements, sales and purchase orders and acknowledgments, permits, customer license and maintenance agreements, third party product agreements, third party supply agreements and any and all other contracts or binding agreements, whether written or oral, related to or used in connection with the Software or the Technology and all of Vendors' interests (including rights to refund and offset), privileges, claims, causes of action and options relating thereto;
- (e) The Goodwill;
- (f) The Names;
- (g) The Equipment;
- (h) The Receivables, the Rental Deposit;
- (i) All customer, prospect and supplier lists and service histories (including contact name and business address) related to the Software and the Technology; and
- (j) All reports, plans, notebooks, books and other data pertaining to the foregoing
- (k) All other property, rights and assets employed, exercised or enjoyed in or in connection with the Business with such title as the Vendors have

Save for any property, rights or assets conveyed pursuant to sub-section 2.1(k) the Assets are conveyed free and clear of all liabilities, obligations, liens and encumbrances excepting only those liabilities and

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

PURCHASER:

MEETING MAKER UNITED STATES, INC.

By: John T. Anderson

Print Name: John T. Anderson

Title: President + CEO

Date: 14 / 10 / 05

FIRST VENDOR:

THE INTERNET APPLICATIONS, GROUP HOLDINGS LIMITED

By: _____

Print Name _____

Title: _____

Date: _____

SECOND VENDOR:

THE INTERNET APPLICATIONS GROUP (UK) LIMITED.

By: _____

Print Name: _____

Title: _____

Date: _____

THIRD VENDOR:

THE INTERNET APPLICATIONS GROUP (IPR) LIMITED

By: _____

Print Name _____

Title: _____

Date: _____

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

PURCHASER:

MEETING MAKER UNITED STATES, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

FIRST VENDOR:

THE INTERNET APPLICATIONS, GROUP HOLDINGS LIMITED

By: L.H.

Print Name: Paul Pass

Title: DIRECTOR

Date: 14th October 2005

SECOND VENDOR:

THE INTERNET APPLICATIONS GROUP (UK) LIMITED

By: L.H.

Print Name: Paul Pass

Title: SECRETARY

Date: 14th October 2005

THIRD VENDOR:

THE INTERNET APPLICATIONS GROUP (IPR) LIMITED

By: L.H.

Print Name: Paul Pass

Title: DIRECTOR

Date: 14th October 2005

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