8278

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee's name previously recorded on Reel 004221 Frame 0540. Assignor(s) hereby confirms the Assignment of Patents, Trademarks, Copyrights and Licenses.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NUMODA TECHNOLOGIES, INC.		06/08/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FIRST NIAGARA BANK, N.A.
Street Address:	6950 South Transit Road
Internal Address:	P.O. Box 514
City:	Lockport
State/Country:	NEW YORK
Postal Code:	14095-0514
Entity Type:	National banking association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77798578	TRUPOINTS

CORRESPONDENCE DATA

Fax Number: (215)789-6673

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-864-6857

Email: albrights@whiteandwilliams.com

Correspondent Name: Samuel C. Albright Address Line 1: 1650 Market Street

Address Line 2: One Liberty Place, Suite 1800

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 32047-7

NAME OF SUBMITTER: Samuel C Albright

TRADEMARK
REEL: 004224 FRAME: 0580

900164584

Signature:	/salbright/
Date:	06/14/2010

Total Attachments: 25

source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page1.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page2.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page3.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page4.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page5.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page6.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page7.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page8.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page9.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page10.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page11.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page12.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page13.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page14.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page15.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page16.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page17.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page18.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page19.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page20.tif source=USPTO 6-14-10 Assignment#page1.tif source=USPTO 6-14-10 Assignment#page2.tif source=USPTO 6-14-10 Assignment#page3.tif

source=USPTO 6-14-10 Assignment#page4.tif

source=USPTO 6-14-10 Assignment#page5.tif

USPTO 6/14/2010 9:45:56 AM PAGE 4/005 Fax Server

TO:SAMUEL C. ALBRIGHT COMPANY:1650 MARKET STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1 06/09/2010 Stylesheet Version v1.1 900164193

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Numoda Technologies, Inc.		06/08/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	First Niagra Bank, N.A.
Street Address:	6950 South Transit Road
Internal Address:	P.O. Box 514
City:	Lockport
State/Country:	NEW YORK
Postal Code:	14095-0514
Entity Type:	National banking association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77798578	TRUPOINTS

CORRESPONDENCE DATA

Fax Number: (215)789-6673

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-864-6857

Email: albrights@whiteandwilliams.com

Correspondent Name: Samuel C. Albright Address Line 1: 1650 Market Street

Address Line 2: One Liberty Place, Suite 1800

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	32047-7
NAME OF SUBMITTER:	Samuel C. Albright
Signature:	/salbright/

TRADEMARK REEL: 004224 FRAME: 0582

\$40.00 77798

USPTO 6/14/2010 9:45:56 AM PAGE 5/005 Fax Server

TO:SAMUEL C. ALBRIGHT COMPANY:1650 MARKET STREET

06/09/2010 Date: Total Attachments: 20 source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page1.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page2.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page3.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page4.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page5.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page6.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page7.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page8.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page9.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page10.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page11.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page12.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page13.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page14.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page15.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page16.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page17.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page18.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page19.tif source=JKM NUMODA TECHNOLOGIES IP ASSIGNMENT - SCANNED#page20.tif

ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

THIS ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (this "Agreement") is made effective as of the 8th day of June, 2010 by and between NUMODA TECHNOLOGIES, INC. ("Assignor") and FIRST NIAGARA BANK, N.A. ("Assignee")

BACKGROUND

- A. Pursuant to that certain Loan Agreement dated of even date herewith by and among Numoda Corporation ("Borrower") and Assignee (such Loan Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the "Loan Agreement"), Assignee agreed to extend certain credit facilities to Borrower subject to the terms and conditions thereof.
- B. In connection with the Loan Agreement, Assignee entered into that certain Guaranty Agreement, dated of even date herewith, from Assignor, *inter alia*, to Assignee (the "Guaranty"), pursuant to which Assignor guaranteed and became surety for certain indebtedness and obligations of Borrower to Assignee.
- C. In connection with the Guaranty, Assignor will grant to Assignee a security interest in substantially all of Assignor's personal property assets, including, without limitation, its patents, patent rights, patent applications, service marks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agree as follows:

1. <u>Incorporation of Guaranty</u>. The Guaranty and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Guaranty. All Obligations (as defined in the Guaranty), whether now or hereafter owing or existing, are sometimes hereinafter referred to collectively as the "Bank Indebtedness".

2. Security Interests.

- 2.1 <u>Security Interest (Patents, Copyrights and Licenses)</u>. To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignor hereby assigns, mortgages and pledges to Assignee and grants to Assignee security interests in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in <u>section 2.2</u>, below, the "Collateral"):
- (a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (i) the reissues, divisions,

6392284v.2

continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

- copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "C" attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "Copyrights"); and
- (c) license agreements with any other party, whether Assignor are licensors or licensees under any such license agreement, including, without limitation, the licenses listed on **Exhibit "D"** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").
- 2.2 <u>Security Interest (Trademarks)</u>. To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignor hereby mortgages and pledges to Assignee and grants to Assignee security interests in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in <u>section 2.1</u>, above, the "Collateral"):
- (a) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect

thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

- 3. Restrictions on Future Agreements. Assignor agrees that until all Bank Indebtedness (other than contingent reimbursement and indemnification obligations in respect of which no claim has been made) shall have been satisfied in full and the Guaranty shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Agreement or the Guaranty and Assignor further agree that they will not take any action, or permit any action to be taken by others, subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Agreement.
- New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D", respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignor. If, before all Bank Indebtedness (other than contingent reimbursement and indemnification obligations in respect of which no claim has been made) shall have been satisfied in full and the Guaranty shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Article 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Agreement by amending Exhibit "A", "B", "C" and/or "D", as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under Article 2 above or under this Section 4. Assignor hereby agrees to provide to Assignee such assignment or other documentation as Assignee may request to record Assignee's lien on such future Patents, Trademarks, Copyrights or Licenses.
- 5. Royalties; Term. Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide, to the extent applicable, and without any liability for royalties or other related charges from Assignee to Assignor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Bank Indebtedness (other than contingent reimbursement and indemnification obligations in respect of which no claim has been made) has been paid in full and the Guaranty is terminated.
- 6. <u>Assignee's Right to Inspect</u>. Assignee shall have the right, from time to time during business hours and upon reasonable notice, to inspect Assignor's premises and to examine

Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right during the continuation of an Event of Default to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) except as otherwise permitted under the Guaranty, not to sell or assign their interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

- 7. <u>Termination</u>. This Agreement is made for collateral purposes only. Upon payment in full of all Bank Indebtedness and termination of the Guaranty, Assignee shall execute and deliver to Assignor a termination of Assignee's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.
- 8. <u>Duties of Assignor</u>. Assignor shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Bank Indebtedness (other than contingent reimbursement and indemnification obligations in respect of which no claim has been made) shall have been paid in full and the Guaranty is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor, except as otherwise permitted under the Guaranty, Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the consent of the Assignee, which consent shall not be unreasonably withheld.
- 9. Event of Default. Upon the occurrence and during the continuation of an Event of Default, as defined in the Loan Agreement, Assignee may, without further notice to or consent of Assignor, immediately record all assignments previously executed and delivered to Assignee by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignor of all rights, title and interest of Assignor in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Upon the occurrence and during the continuance of an Event of Default, Assignor hereby authorizes and agrees that Assignee may, through the power of attorney granted in Section 14 hereof, irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Assignee or any other person or entity selected by Assignee.

-4-

- 10. Assignee's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 10; provided however, that Assignor shall not be obligated to so indemnify Assignee to the extent that such costs and expenses result from Assignee's gross negligence, willful misconduct or bad faith.
- 11. <u>Waivers</u>. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Guaranty shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 12. <u>Severability</u>. The provisions of this Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 13. <u>Modification</u>. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in <u>Section 4</u> hereof or by a writing signed by the parties hereto.
- 14. Cumulative Remedies; Power of Attorney; Effect on Guaranty. All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Guaranty, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power during the continuation of an Event of Default to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Assignee, and/or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in Section 4. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Bank Indebtedness shall have been paid in full and the Guaranty shall have been terminated. Assignor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Guaranty but rather is intended to facilitate the exercise of such rights and remedies given it by

the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

- 15. <u>Binding Effect: Benefits</u>. This Agreement shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.
- 16. Governing Law. This Agreement and the obligations of Assignor and Assignee herein shall be construed under, and governed by, the internal laws of the Commonwealth of Pennsylvania without regard to principles of conflict of laws.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

-6-

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers as of the date first written above.

Borrower:	
NUMODA TECHNOLOGIES, INC., a Dela corporation	ware
By: Mame:	(SEAL)
Name:	
MARY & HAlbrew	
Title:	
CEO	
<u>Lender</u> :	
FIRST NIAGARA BANK, N.A.	
By: By!	
Name:	
BRIAN K. Sny Son	
Title:	
live partition	

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Philadelphie: ss
On this day of June, 2010, before me, a Notary Public, personally appeared who acknowledged himself/herself to be a duly acting
of Numoda Technologies, Inc. and that he/she as such
ceo, being duly authorized to do so, executed the foregoing Assignment of
Patents, Trademarks, Copyrights and Licenses for the purposes therein contained by signing
his/her name as such on behalf of such corporation.
Xlago th Kalyh
Notary Public
My Commission Expires:
COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Donna M. Kobryn, Notary Public
City of Philadelphia, Philadelphia County
My commission expires November 15, 2012

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Philadelphie : ss
On this day of June, 2010, before me, a Notary Public, personally appeared who have the sum of First Niagara Bank, N.A. and that he/she as such the foregoing Assignment of Patents, Trademarks, Copyrights and Licenses for the purposes therein contained by signing his/her name as such the foregoing Assignment of Such entity.
X Delan Kalyn
Motary Public (/ '
My Commission Expires:
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Donna M. Kobryn, Notary Public
City of Philadelphia, Philadelphia County My commission expires November 15, 2012
May Commission Expires 100 Clinica 15, 2012

EXHIBIT "A"

TO

ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

Patents

[See attached]

6392284v.2

	ate	i	2 1	
	Status Expiration Date	GRANTED 25-Aug-2018 CAJ	Granted 20-Mar-2022 CAJ D DATA	Granted 27-Sep-2021 CAJ D DATA
	Patent Number/Date	6,298,347 GR 02-0ct-2001 25- Attorney(s): CAJ Client Ref: Agent Ref:	6,834,285 Gr 21-Dec-2004 20- Attorney(s): CAJ Client Ref: Agent Ref: Agent Ref:	7,496,610 Gr 24-Feb-2009 27- Attorney(s): CAJ Client Ref: Agent Ref:
Patent List	Publication Number/Date	09/139,318 25-Aug-1998 25-Aug-1998 62-Oci ame: Numoda Technologies, Inc. ame: Title: SYSTEM AND METHOD FOR REMOTE DATA ENTRY	6,834,285 Grantee 27-Nov-2000 21-Dec-2004 20-Mai ame: Numoda Technologies, Inc. Attorney(s): CAJ ame: Agent Ref: ame: Title: COMPUTER SYSTEM FOR PORTABLE DIGITAL DATA CAPTURE AND DATA	11/017,519 US-2005-0144182-A1 7,496,610 Granted 20-Dec-2004 30-Jun-2005 24-Feb-2009 27-Sep ame: Numoda Technologies, Inc. Client Ref: Agent Ref
	Application Number/Date	PRI 09/139,318 25-Aug-1998 Owner Name: Numoda Technologies, Inc. Client Name: Numoda Technologies, Inc. Agent Name: Title: SYSTEM AND METHOD	ORD 09/724,541 27-Nov-2000 Owner Name: Numoda Technologics, Inc. Client Name: Numoda Technologics, Inc. Agent Name: Title: COMPUTER SYSTEM FO	CON 11/017,519 U 20-Dec-2004 31 Owner Name: Numoda Technologies, Inc. Client Name: Numoda Technologies, Inc. Agent Name: Title: COMPUTER SYSTEM FO
6	Case Type	PRI Owner Name: Client Name: Agent Name: Title:	ORD Owner Name: Client Name: Agent Name: Title:	CON Owner Name: Client Name: Agent Name:
Wednesday, March 17, 2010	Client/Matter #/Subcase Country Name	210001.0001/ United States of America Atty. Docket: 10001-1US PSBN Matter: 210001.0001	210001.0005/1 United States of America Atty. Docket: 10001-5U1 PSBN Matter: 210001.0007	210001.0005/2 United States of America Atty. Docket: 10001-5U2 PSBN Matter: 210001.0016

Wednesday, March 17, 2010			Fatent List		
Client/Matter #/Subcase Country Name	Case Type	Application Number/Date	Publication Number/Date	Patent Number/Date	Status Expiration Date
210001.0005/3 United States of America Atty. Docket: 10001-5U3 PSBN Matter: 210001.0037	CON Owner Name: Client Name: Agent Name: Title:	CON 12/390,949 US-2009-0193001-A1 23-Feb-2009 30-Jul-2009 Owner Name: Numoda Technologies, Inc. Client Name: Numoda Technologies, Inc. Agent Name: Title: VISUALIZATION OF DATA RELATIONSHIPS BETWEEN COMPONENTS OF A PROJECT	US-2009-0193001-A1 30-Jul-2009 c. c.	Pul Attorney(s): CAJ Client Ref: Agent Ref: SETWEEN COMPONENTS O	Published CAJ S OF A PROJECT
210001.0013/1 United States of America Atty. Docket: 10001-13U1 PSBN Matter: 210001.0014	ORD Owner Name: Client Name: Agent Name: Title:	• •	ic. D FOR MOBILE WIRELI ERCHANT CARD-PROC	10/281,481 15-Jun-2007 19-Jun-2007 28-Soct-2002 Numoda Technologies, Inc. Numoda Technologies, Inc. Client Ref: Agent Ref: SYSTEM AND METHOD FOR MOBILE WIRELESS ELECTRONIC DATA CA DISTRIBUTION OF A MERCHANT CARD-PROCESSING APPLICATION	Granted 28-Dec-2023 CAJ CAPTURE AND

Published	Attorney(s): CAJ	Client Kef:	Agent Ref:	Title: METHOD AND APPARATUS FOR SCREENING, ENROLLMENT AND MANAGEMENT OF	
US-2007-0067189-A1 22-Mar-2007	gies, Inc.	gies, Inc.		APPARATUS FOR SCREENING, EN	INICAL TRIALS
11/522,803 18-Sep-2006	Owner Name: Numoda Technologies, Inc.	Zlient Name: Numoda Technologies, Inc.	••	: METHOD AND A	PATTENTS IN CLINICAL TRIALS
ORD	Owner Name,	Client Name.	Agent Name:	Title	
210001.0017/1 United States of America	Atty. Docket:	10001-17U1	PSBN Matter:	210001.0018	

Wednesday, March 17, 2010			Patent List		
Client/Matter #/Subcase Country Name	Case / Type l	Application Number/Date	Publication Number/Date	Patent Number/Date	Status Expiration Date
210001.0019/1 United States of America Atty. Docket: 10001-19U1 PSBN Matter: 210001.0020	ORD 1 1 1 1 1 2 2 2 2 2 3 4 3 4 4 5 7 1 1 1 1 1 1 1 1 1 1 1 1	ORD 12/121,822 US-2008-0288285-A1 16-May-2008 20-Nov-2008 Owner Name: Numoda Technologies, Inc. Client Name: Agent Name: Agent Ref. Agent Name: Agent	US-2008-0288285-A1 20-Nov-2008 c. c.	Pul Attorney(s): CAJ Client Ref: Agent Ref: SUDGET ANALYSIS	Published CAJ
210001.0019/2 United States of America Atty. Docket: 10001-19U2 PSBN Matter: 210001.0041	CON 2 Dwner Name: Client Name: Agent Name:	CON 12/429,743 US-2009-0204431-A1 7,676,383 Granted 24-Apr-2009 13-Aug-2009 09-Mar-2010 16-May-2028 Owner Name: Numoda Technologies, Inc. Client Name: Numoda Technologies, Inc. Client Name: Agent Ref: Agent Name: Agent Ref: Title: METHOD AND ARTICLE OF MANUFACTURE FOR PERFORMING CLINICAL TRIAL BUDGET ANALYSIS	US-2009-0204431-A1 13-Aug-2009 ic. ic. E OF MANUFACTURE F	7,676,383 Gre 09-Mar-2010 16- Attorney(s): CAJ Client Ref: Agent Ref: OR PERFORMING CLINICA	Granted 16-May-2028 CAJ VICAL TRIAL
210001.0021/1 United States of America Atty. Docket: 10001-21U1 PSBN Matter: 210001.0022	ORD Owner Name: Client Name: Agent Name:	ORD 12/119,846 US-2008-0288275-A1 13-May-2008 20-Nov-2008 Wher Name: Numoda Technologies, Inc. Client Name: Numoda Technologies, Inc. Agent Name: Agent Name: Title: TRIP REPORT MANAGEMENT SYSTEM FOR CLINICAL MONITORING	US-2008-0288275-A1 20-Nov-2008 ic. ic. EMENT SYSTEM FOR CI	Pul Attorney(s): CAJ Client Ref: Agent Ref: LINICAL MONITORING	Published CAJ

A.				
Status Expiration Date	Published CAJ G FOR CLINICAL	Granted 01-Jul-2028 : CAJ : GAJ : GFOR CLINICAL	Unfiled	CAI
Patent Number/Date	Attorney(s): Client Ref: Agent Ref: NG AND CONTRACTIN	7,636,668 22-Dec-2009 Attornep(s): Client Ref: Agent Ref: NG AND CONTRACTIN		Attorney(s): CAJ Client Ref: Agent Ref:
Publication Number/Date	US-2010-0004961-A1 07-Jan-2010 es, Inc. es, Inc. PARATUS FOR ACCOUNTI	US-2010-0004951-A1 07-Jan-2010 es, Inc. es, Inc. PARATUS FOR ACCOUNTI		ies, Inc. ies, Inc.
Application Number/Date	12/165,982 01-Jul-2008 :: Numoda Technologie :: Numoda Technologie :: METHOD AND API TRIAL STUDIES	12/431,508 28-Apr-2009 :: Numoda Technologi :: Numoda Technologi :: METHOD AND API :: METHOL STUDIES		Owner Name: Numoda Technologies, Inc. Client Name: Numoda Technologies, Inc. Agent Name: Title: SIPFA
Case Type	PRI Owner Name Client Name Agent Name Title	CON Owner Name Client Name Agent Name	PRI	Owner Name: Client Name: Agent Name: Title:
Client/Matter #/Subcase Country Name	210001.0031/ United States of America Atty. Docket: 10001-31US PSBN Matter: 210001.0031	210001.0031/1 United States of America Atty. Docket: 10001-31U1 PSBN Matter: 210001.0042	210001.0032/ Inited States of America	Atty. Docket: 10001-32US PSBN Matter: 210001.0032
	/Subcase Case Application Publication Patent Type Number/Date Number/Date Number/Date	/Subcase Case Application Publication Patent Status Type Number/Date Number/Date Expiration Date PRI 12/165,982 US-2010-0004961-A1 PRI 12/165,982 US-2010 Attorney(s): CAJ Owner Name: Numoda Technologies, Inc. Client Name: Agent Name: Agent Name: Agent Name: Title: METHOD AND APPARATUS FOR ACCOUNTING AND CONTRACTING FOR CLINICAL TRIAL STUDIES	Subcase Case Application Publication Publication Patent Status	Status Status Status Status Type Number/Date Number/Date Number/Date Status Status

	Status Expiration Date	Granted 01-Apr-2029 v(s): CAJ Ref: Ref: TPLETED BEFORE A	Pending Attorney(s): CAJ Client Ref: Agent Ref: BE COMPLETED BEFORE A	Published Attorney(s): CAJ Client Ref: Agent Ref: T HAVE CUSTOMIZED
	Patent Number/Date	7,657,446 02-Feb-2010 Attorney(s): Client Ref: Agent Ref: THAT MUST BE COMPLE	Attorney(s): Client Ref: Agent Ref: THAT MUST BE COMPLE KED	Attorney(s): Client Ref: Agent Ref: TOCOLS THAT HAVE CUS
Patent List	Publication Number/Date	12/416,747 US-2010-0049545-A1 7,657,446 Granted 01-Apr-2009 25-Feb-2010 02-Feb-2010 01-Apr-2029 "ame: Numoda Technologies, Inc. Client Ref: "ame: Agent Ref: Agent Ref: Title: AUTOMATED IDENTIFICATION OF TASKS THAT MUST BE COMPLETED BEFORE A CLINICAL TRIAL DATABASE CAN BE LOCKED	12/692,897 25-Jan-2010 Attorney(s): CAJ ame: Numoda Technologies, Inc. Agent Ref: Agent Ref: Title: AUTOMATED IDENTIFICATION OF TASKS THAT MUST BE COMPLETED BEFORE A CLINICAL TRIAL DATABASE CAN BE LOCKED	10/240,479 US-2003-0208377-A1 Published 02-Oct-2002 06-Nov-2003 Attorney(s): CAJ ame: Numoda Technologies, Inc. Client Ref: Agent Ref: Agent Ref: Title: PATIENT DIAGNOSIS USING TRIAGE PROTOCOLS THAT HAVE CUSTOMIZED MESSAGES AT EXIT POINTS
	Application Number/Date	ORD 12/416,747 U 01-Apr-2009 2: Owner Name: Numoda Technologies, Inc. Client Name: Numoda Technologies, Inc. Agent Name: Title: AUTOMATED IDENTIFIC CLINICAL TRIAL DATAB	CON 12/692,897 25-Jan-2010 Owner Name: Numoda Technologies, Inc. Client Name: Numoda Technologies, Inc. Agent Name: Title: AUTOMATED IDENTIFIC CLINICAL TRIAL DATAB	PCT 10/240,479 US-2C 02-Oct-2002 06-Nc Owner Name: Numoda Technologies, Inc. Client Name: Agent Name: Title: PATIENT DIAGNOSIS USING
0	Case Type	ORD Owner Name: Client Name: Agent Name: Tüle:	CON Owner Name: Client Name: Agent Name:	PCT Owner Name: Client Name: Agent Name:
Wednesday, March 17, 2010	Client/Matter #/Subcase Country Name	210001.0033/1 United States of America Atty. Docket: 10001-33U1 PSBN Matter: 210001.0040	210001.0033/2 United States of America Atty. Docket: 10001-33U2 PSBN Matter: 210001.0048	210001.0035/ United States of America Atty. Docket: 10001-35US PSBN Matter: 210001.0035

Wednesday, March 17, 2010		Patent List		
Case Type	Application Number/Date	Publication Number/Date	Patent Number/Date	Status Expiration Date
PRO Owner Name:	61/293,313 08-Jan-2010 Numoda Technologies.	Inc.	Attorney	Pending 08-Jan-2011 (s): CAJ
Client Name: Agent Name:	Numoda Technologies,	Inc.	Client Ref: Agent Ref:	Ref: Ref:
Tüle:	AUTOMATED METH RESEARCH SITES IN ACCEPT PATIENTS	IOD OF DISPLAYING A A CLINICAL TRIAL TC	ND UPDATING THE S IDENTIFY READINES	TATUS OF CLINICAL SS OF SITES TO
PRI				Unfiled
Owner Name: Client Name: Agent Name: Title:	Numoda Technologies, Numoda Technologies, STRATIFICATION A	Inc. Inc. ND RANDQMIZATION		Attorney(s): CAJ Client Ref: Agent Ref:
	Case Type PRO Owner N Agent N Owner N Client N	Case Type PRO Owner N Agent N Owner N Client N	Case Type PRO Owner N Agent N Owner N Client N	Patent List Case Application Publication Patent Type Number/Date Number/Date Number/Date Owner Name: Numoda Technologies, Inc. Client Name: Title: AUTOMATED METHOD OF DISPLAYING AND UPDATIN RESEARCH SITES IN A CLINICAL TRIAL TO IDENTIFY R ACCEPT PATIENTS Owner Name: Numoda Technologies, Inc. Client Name: Numoda Technologies, Inc. Client Name: Numoda Technologies, Inc. Agent Name: STRATIFICATION AND RANDOMIZATION SYSTEM Title: STRATIFICATION AND RANDOMIZATION SYSTEM

EXHIBIT "B"

TO

ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

Trademarks

[See attached]

6392284v.2

Monday, June 07, 2010	M	onda	v. June	07.	2010
-----------------------	---	------	---------	-----	------

Trademark List

Page: 1

Client/Matter #/Subcase Trademark	Status	Application Class(es)	Registration Number/Date	Number/Date
MISCELLANEOUS DESIGN	210001.0000/	Pending	77/798,578	
	United States of America	42 Int.	06-Aug-2009	
NUMODA	210001.0008/	Registered	76/031,036	2,682,221
	United States of America	38 Int.	20-Apr-2000	04-Feb-2003
NUMODA	210001.0029/	Registered	77/241,818	3,460,834
	United States of America	35 Int.	30-Jul-2007	08-Jul-2008
TRUPOINTS & Design	210001.0046/	Pending	008587149	
Š	European Community	42 Int.	01-Oct-2009	
TRUPOINTS & Design	210001.0045/	Pending	2009-88886	
	Japan	42 Int.	24-Nov-2009	
TRUPOINTS & Design	210001.0044/	Published	77/798,578	
INCLUMINA W POUGH	United States of America	35 Int.	10-Aug-2009	

EXHIBIT "C"

TO

ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

Copyrights

None

6392284v.2

EXHIBIT "D"

TO

ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

Licenses

None

6392284v.2

RECORDED: 06/14/2010