

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
Gerald R Porter		11/30/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	DataWing Software		
Street Address:	1717 NE 42nd Ave, Suite 3210		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97213-1572		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75455455	ELIGIBILITY MANAGER	
CORRESPONDENCE DATA			
Fax Number:	(203)200-1398		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	503 281-2621		
Email:	jerryp@datawingsoftware.com		
Correspondent Name:	Gerald R Porter		
Address Line 1:	1717 NE 42nd Ave, Suite 3210		
Address Line 4:	Portland, OREGON 97213-1572		
NAME OF SUBMITTER:		Gerald R Porter	
Signature:		/Gerald R Porter/	
Date:		06/14/2010	
<p>Total Attachments: 8 source=DataWing Software Operating Agreement#page1.tif</p>			

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OPERATING AGREEMENT

DATE: November 26, 2007

PARTY: DataWing Software, LLC

RECITAL:

The party to this agreement (the "member") is signing this agreement for the purpose of forming a limited liability company (the "company") under the Limited Liability Company Act of the state of Oregon (the "act") that is to be managed by one or more managers (the "managers").

AGREEMENTS:

1. Formation

- 1.1 **Name.** The name of the company is DataWing Software, LLC.
- 1.2 **Articles of Organization.** Articles of organization for the company were filed with the secretary of state for the state of Oregon on August 20, 2007.
- 1.3 **Duration.** The company will exist until dissolved as provided in this agreement.
- 1.4 **Principal Office.** The company's principal office will initially be at 4605 NE Fremont Street, Suite 201-C, Portland, Oregon 97213, but may be relocated by the managers at any time.
- 1.5 **Designated Office and Agent for Service of Process.** The company's initial designated office will be at 121 SW Morrison Street, Suite 1500, Portland, Oregon, and the name of its initial agent for service of process at that address will be Slone Pearson. The company's designated office and its agent for service of process may only be changed by filing notice of the change with the secretary of state for the state in which the articles of organization of the company were filed.
- 1.6 **Purposes and Powers.** The company is formed for the purpose of engaging in the business of computer software. The company has the power to do all things necessary, incident, or in furtherance of those businesses.
- 1.7 **Title to Assets.** Title to all assets of the company must be held in the name of the company. The member does not have any right to the assets of the company or any ownership interest in those assets except indirectly as a result of the member's ownership of an interest in the company. Assets of the company may not be commingled with those of the member or any other person.

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2. Member

- 2.1 Name and Address.** The company has one member, whose name and address are: Jerry Porter, 4605 NE Fremont Street, Suite 201-C, Portland, Oregon 97213.
- 2.2 Termination of Member's Interest.** The member will cease to be a member of the company on the death or incapacity of the member if the member is an individual, on the dissolution or termination of the member if the member is an entity, on the bankruptcy of the member, or on the assignment of the member's entire interest in the company. Unless there are two or more members of the company, the person who is the holder of the member's interest immediately after the member ceases to be a member will become a member. If there are two or more members of the company, the person who is the holder of the member's interest immediately after the member ceases to be a member will become a member only with the consent of the other member or members. If a successor in interest to a member does not become a member, the successor in interest will have the right only to receive the distributions from the company to which the holder of the interest is entitled. The successor in interest will not have the right to exercise the rights of a member, such as the as the right to vote or to inspect records of the company.
- 2.3 Additional Members.** Except for the holder of a member's interest who becomes a member under the provisions of the section of this agreement relating to termination of member's interest, additional members of the company may be admitted only by written agreement of the member and the additional members.
- 2.4 Limited Liability.** Except as otherwise provided in the act, the member has no personal liability for any obligation, expense, or liability of the company, including the obligation to indemnify managers.
- 2.5 Dealing with the Company.** The member, and affiliates of the member, may deal with the company by providing or receiving property and services to or from the company, and may receive from others or from the company normal profits, compensation, commissions, or other income incident to such dealings. The member owes no fiduciary duties to the company.

3. Capital

- 3.1 Initial Capital Contribution.** The initial capital contribution of the member will be made by the member's transferring to the company all of the assets of the business currently being operated by the member as a sole proprietorship under the name DataWing Software, LLC. These assets are being transferred subject to all of the liabilities of the business. The assets and liabilities of the business are described on the balance sheet attached to this agreement as Exhibit A. The transfer must be made promptly following the signing of this agreement.

3.2 Additional Contributions. Except as otherwise provided in the act, the member is not required to contribute additional capital to the company without the member's consent. But the member may make additional capital contributions whenever the member wishes.

3.3 No Interest on Capital Contributions. No interest will be paid on capital contributions.

4. Profits, Losses and Distributions

4.1 Profits and Losses. The entire net profit or net loss of the company for each fiscal year will be allocated to the member and must be reported on the member's federal, state, and local income and other tax returns.

4.2 Distributions. Subject to the restrictions governing distributions under the act, the company may distribute cash or property from time to time as the managers direct. All distributions are to be made to the member, but the assets of the company may not be used to pay the separate expenses of the member, to make personal investments for the account of the member, or for any other purpose not related to the business of the company.

5. Administration of Company Business

5.1 Managers. As provided in its articles of organization, the company will be managed by managers. The number of managers serving at any given time will be the number elected by the member. Managers may be entities as well as individuals and need not be members.

5.2 Initial Manager. The company will initially have one manager: Jerry Porter.

5.3 Election and Term of Managers. Managers may be elected by the member from time to time. Each manager, including the initial manager named in this agreement, will serve for a term ending at the next time the member elects new managers, or until the manager's earlier death, resignation, or removal.

5.4 Resignation and Removal of Managers. A manager may resign at any time by delivering a written resignation to the member, and the member may remove any manager at any time, with or without cause, by delivering written notice of the removal to the manager.

5.5 Authority of Managers. The managers are vested with the exclusive authority to manage the company's business, and except as otherwise provided in this agreement, the member has no right to participate therein unless the member is also a manager. All managers have the right to participate in the control and conduct of the company's business. Subject to the limitations imposed by this agreement or by action of the managers, each manager is an agent of the company and has authority to bind the company in the ordinary course of its business. For example, a manager may:

- 5.5.1 Expend the company's funds in the conduct of its business;
 - 5.5.2 Sign and deliver all agreements and documents that are necessary or desirable to carry out the company's business, including documents conveying, leasing, or granting a security interest in the any of the company's assets, without additional signatures being required;
 - 5.5.3 Borrow money for use in the company's business and sign and deliver promissory notes or other negotiable or nonnegotiable evidences of the company's indebtedness along with mortgages, trust deeds, security agreements, pledge agreements, or other documents securing the indebtedness with assets of the company; and
 - 5.5.4 Engage such persons as may be advisable to operate the company's business.
- 5.6 **Actions by Managers.** If there is more than one manager serving, all decisions requiring action of the managers or relating to the business or affairs of the company will be decided by the affirmative vote or consent of a majority of the managers. Managers may act with or without a meeting, and any manager may participate in any meeting by written proxy or by any means of communication reasonable under the circumstances.
- 5.7 **Approval of Member.** No manager has authority to do any of the following without the prior written consent of the member:
- 5.7.1 To sell, lease, exchange, mortgage, pledge, or otherwise transfer or dispose of all or substantially all of the property or assets of the company;
 - 5.7.2 To merge the company with any other entity;
 - 5.7.3 To amend the articles of organization of the company or this agreement;
 - 5.7.4 To incur indebtedness by the company other than in the ordinary course of business;
 - 5.7.5 To change the nature of the business of the company; or
 - 5.7.6 To commence a voluntary bankruptcy case for the company.
- The managers may refer other matters to the member for approval but are not required to do so.
- 5.8 **Compensation and Reimbursement of Managers.** The managers will be paid such salaries and other compensation as may be fixed from time to time by the member. Managers are also entitled to reimbursement from the company for reasonable expenses incurred on behalf of the company, including expenses incurred in the formation, dissolution, and liquidation of the company.

- 5.9 Outside Activities of Managers.** Each of the managers must devote so much time and attention to the business of the company as the managers agree is appropriate. Managers are not expected to devote their full time to the business of the company, and except as otherwise provided in the section of this agreement relating to fiduciary duties of managers, they may engage in business and investment activities outside the company. Neither the company nor the member has any rights to the profits or benefits of such activities.
- 5.10 Fiduciary Duties of Managers.** Each manager owes the fiduciary duties of care and loyalty to the company and the member and must discharge these duties and exercise the manager's rights in the company consistently with the obligation of good faith and fair dealing. Managers must discharge their fiduciary duties of care and loyalty to the company and to the member in accordance with the standards set forth in the section of this agreement relating to outside activities of managers as well as the following standards:
- 5.10.1** In conducting or winding up the company's business, a manager must act in a manner that the manager reasonably believes to be in the best interest of the company and must use the care that a person in like position would reasonably believe appropriate under the circumstances;
- 5.10.2** A manager must account to the company and hold as trustee for the company any profit or benefit derived by the manager in the conduct or winding up of the company's business or derived from use by the manager of the company's property, including the appropriation of a company opportunity;
- 5.10.3** Except as otherwise provided in the section of this agreement relating to self interest of managers, a manager must refrain from dealing with the company in the conduct or winding up of its business either personally or on behalf of a party having an adverse interest to the company; and
- 5.10.4** A manager may not compete with the company in the conduct of its business of the company prior to the time the company is dissolved.
- 5.11 Self Interest of Managers.** A manager does not violate any duty or obligation to the company merely as a result of engaging in conduct that furthers the interest of the manager. A manager may lend money or transact other business with the company, and, in this case, the rights and obligations of the manager will be the same as those of a person who is not a manager, so long as the loan or other transaction has been approved or ratified by the member. Unless otherwise provided by applicable law, a manager with a financial interest in the outcome of a particular action is nevertheless entitled to vote on the action.
- 5.12 Indemnification.** The company must indemnify each of the managers against all liability, loss, and costs (including attorneys' fees) incurred or suffered by the manager in

connection with the company or in connection with the manager's participation in any other entity, association, or enterprise at the request of the company. The company may, by action of the managers, provide indemnification to employees and agents who are not managers. The indemnification required in this section is not exclusive of that required by any statute, agreement, resolution of managers or the member, contract, or otherwise. However, notwithstanding any other provision of this agreement, the company has no obligation to indemnify a manager for any liability arising out of: (a) a breach of the manager's fiduciary duties to the company or the member; (b) an act or omission not in good faith that involves intentional misconduct or a knowing violation of law; or (c) an unlawful distribution under the act.

6. Accounting and Records

6.1 Books and Records. The managers must keep such books and records relating to the operation of the company as are appropriate and adequate for the company's business and carrying out this agreement. At a minimum, the following must be maintained at the principal office of the company: (a) financial statements for the three most recent fiscal years; (b) federal, state, and local income tax returns for the three most recent fiscal years; (c) a register showing the name and current address of the member; (d) a copy of the company's articles of organization and any amendments; (e) this agreement and any amendments; (f) minutes of any meetings of managers; and (g) consents to action by managers or member. The books and records must be available for inspection by the member at the principal office of the company.

6.2 Banking. All funds of the company must be deposited in accounts in the company's name at such banks or savings and loan associations as the managers determine. Funds may be withdrawn from the accounts on the signature of a person or persons designated by the managers.

6.3 Fiscal Year. The fiscal year of the company will be the calendar year.

7. Dissolution and Winding Up

7.1 Events of Dissolution. The company will dissolve when the member consents to its dissolution. As provided in the section on termination of member's interest, the company will not dissolve by reason of death, incapacity, dissolution, termination, or bankruptcy of the member, or as a result of assignment of the member's entire interest in the company.

7.2 Winding Up. Following the dissolution of the company, the member must wind up its affairs. A full account must be taken of the assets and liabilities of the company, and assets that will not be distributed to creditors or the member in kind must be promptly liquidated. The assets of the company must then be distributed to the creditors of the company in satisfaction of liabilities and obligations of the company, and the remaining assets may be distributed to the member.

7.3 Insolvency. If the liabilities of the company exceed the value of its assets after it is dissolved and wound up, the member will have no obligation to make any contribution to the capital of the company to make up the deficit, and the deficit will not be considered a debt owed by the member to the company or any other person for any purpose.

8. Miscellaneous Provisions

- 8.1 Amendment.** The member may amend or repeal all or part of this agreement by written instrument. The managers may not amend or repeal all or any part of this agreement.
- 8.2 Governing Law.** This agreement is governed by the law of the state in which the articles of organization of the company were filed.
- 8.3 Severability.** If any provision of this agreement is invalid or unenforceable, it will not affect the remaining provisions.

 11/30/07
Jerry Porter

EXHIBIT A

[Insert a list of the assets and liabilities that are to be contributed to the capital of the company as the member's initial capital contribution.]

- Office equipment and furniture
- Licensed software
- Intellectual property
- Bank of America checking account in the name of Personable PC Solutions
- MBNA/Bank of America credit card account
- Office lease

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