

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Configuration Systems & Consulting, LLC		03/28/2008	LIMITED LIABILITY COMPANY: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Consona ERP, Inc.		
<b>Street Address:</b>	450 E. 96th Street		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46240		
<b>Entity Type:</b>	CORPORATION: INDIANA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2436658	CSC	
<b>Registration Number:</b>	2491958	E-LOGIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(317)592-5453		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	317-236-2100		
<b>Email:</b>	ipdocket@icemiller.com		
<b>Correspondent Name:</b>	Bradley M. Stohry, ICE MILLER LLP		
<b>Address Line 1:</b>	One American Square		
<b>Address Line 2:</b>	Suite 2900		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46282-0200		
<b>ATTORNEY DOCKET NUMBER:</b>	12178.0005		
<b>NAME OF SUBMITTER:</b>	Bradley M. Stohry		

OP \$65.00 2436658

**900172435**

**TRADEMARK  
 REEL: 004284 FRAME: 0634**

Signature:	/bms/
Date:	09/27/2010
<b>Total Attachments: 8</b> source=Configuration Solutions Assignment#page1.tif source=Configuration Solutions Assignment#page2.tif source=Configuration Solutions Assignment#page3.tif source=Configuration Solutions Assignment#page4.tif source=Configuration Solutions Schedule#page1.tif source=Configuration Solutions Schedule#page2.tif source=Configuration Solutions Schedule#page3.tif source=Configuration Solutions Schedule#page4.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "IP Assignment Agreement"), dated as of March 28, 2008, is entered into by and among Configuration Systems & Consulting, L.L.C., a Michigan limited liability company (the "Assignor") and Consona ERP Inc., an Indiana corporation ("Assignee").

### RECITALS:

A. Pursuant to the terms and conditions of an Asset Purchase Agreement, of even date herewith (the "Asset Purchase Agreement"), by and among the Assignor, the Assignee and the Members of the Assignor, the Assignor wishes to sell, transfer, convey, assign and deliver to the Assignee, and the Assignee has agreed to acquire and accept, all of the Assignor's right, title and interest in and to the Business Intellectual Property (as defined in the Asset Purchase Agreement);

B. Assignee wishes to acquire, and Assignor wishes to transfer all right, title and interest in and to the Business Intellectual Property, including all rights to sue and recover for past infringement or wrongful use thereof everywhere in the world.

NOW, THEREFORE, in consideration of the premises, and in connection with the Assignor's transfer of its assets to the Assignee by an instrument of even date herewith, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Business Intellectual Property, all together with the goodwill of the Business (as defined in the Asset Purchase Agreement) in connection with which the Business Intellectual Property is used, and with any and all renewals and extensions of the registrations for the Business Intellectual Property that may be secured under any applicable law now or hereafter in effect.

Assignor will provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor):

- (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Business Intellectual Property and in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with any of the Business Intellectual Property, including testifying as to any facts relating to the Business Intellectual Property or this IP Assignment Agreement; *provided, however,* that Assignee shall (A) pay Assignor a consulting fee on an hourly basis reasonably satisfactory to Assignor in connection with any form of cooperation and assistance (including, without limitation, all voluntary testimony, whether

oral or written) that Assignor may provide to Assignee relating to any of the foregoing; (B) reimburse Assignor for any and all documented expenses or disbursements associated with such matters (including, without limitation, reasonable attorney fees); and (C) be entitled to retain the entire amount of any recovery or settlement; and

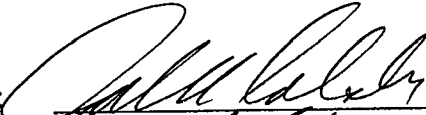
(iii) in the implementation or perfection of this IP Assignment Agreement;

Each party acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Asset Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this IP Assignment Agreement. In the event of any conflict or inconsistency between the terms of this IP Assignment Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed as of the day and year first above written.

**CONFIGURATION SYSTEMS & CONSULTING, L.L.C.**

By:   
Name: Dale A. Colosky  
Title: Member Manager

**CONSONA ERP INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


1805850/5

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed as of the day and year first above written.

**CONFIGURATION SYSTEMS &  
CONSULTING, L.L.C.**

By: \_\_\_\_\_  
Name:  
Title:

**CONSONA ERP INC.**

By:   
Name: Katherine Kinder  
Title: VP, Finance

1805850/2

16787 v3/BN

**DISCLOSURE SCHEDULE 4.13(a)**

**Business Intellectual Property and Software Products**

1. **Registered Trademarks**

- a. United States federal registration 2,436,658 for the mark CSC (and Design)
- b. United States federal registration 2,491,958 for the mark E-LOGIA

2. **Software Products**

- a. CS-Sales
- b. CS-Execute
- c. CS-Connect
- d. CS-Expert
- e. CS-Quote
- f. CS-Adapters
- g. CS-Remote
- h. CS-Load Balancing
- i. CS-Flow
- j. CS-Grid
- k. CS-Vue
- l. CS-ROM
- m. CS-PFA
- n. CS-IFF
- o. CS-NBO
- p. CS-PMP
- q. CS-CVS
- r. MS J-Turbo

- s. Servletexec
- t. Integration to Intuitive
- u. Integration to M2M
- v. Integration to Mas500
- w. Integration to Glovia
- x. Various other custom integration programs
- y. Various custom programs for order management

3. Licenses:

- a. Any customer who has purchased software from Seller or its authorized Value-Added-Resellers has a limited license to use such software.
- b. Each of Crystal Cabinet Works, Inc., Cottonwood, Burlington Medical and Stiles Machinery has been granted the right to sublicense the software programs to its individual customers.
- c. Each of Intuitive Manufacturing and Made 2 Manage is licensed to sublicense the Software Programs to its end-users.
- d. Glovia International owns a limited copy of all Software Products pursuant to which it may sell such products to its end users only if combined with Glovia International's Enterprise Resource Planning software.
- e. Seller has a license to use the following software as related to the Business:
  - i. QuickBooks
  - ii. Salesforce.com
  - iii. ExecTarget
  - iv. Dovico (25)
  - v. TestTrack (10)
  - vi. XPro (25)
  - vii. Vista (2)
  - viii. Server2003 (3)
  - ix. Office 2003 (18)



- x. Office XP (4)
- xi. Office 2007 (6)
- xii. SlickEdit (8)
- xiii. Oracle (3)
- xiv. Install Shield (1)
- xv. PaintShop (2)
- xvi. MadCap (1)
- xvii. Norton Antivirus
- xviii. McAfee Antivirus
- xix. Sqlserver (24)
- xx. BackupExec (2)
- xxi. DHTMLX
- xxii. Jturbo
- xxiii. ServletExec (13)
- xxiv. Agile API (limited right to use in development and maintenance for one customer's project)
- xxv. JVUE
- xxvi. Enterprise Architect (5)
- xxvii. Webex
- xxviii. Crystal Reports (1)
- xxix. Code Logic (1)
- xxx. MS Project (3)

4. Training, consulting, education, project management, proof of concept, implementation, systems analysis and custom programming, hotline support, and testing services are currently offered for sale by Seller.

5. User documentation is provided with purchase of any of the Software Products.

6. Complete technical documentation is available only for the CS-Flow module.
7. See Section 4.13(c) of the Disclosure Schedule.