

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
Enthiosys, Inc.		04/01/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Innovation Games Company		
Street Address:	821 W. El Camino Real		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94040		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3138356	INNOVATION GAMES	
Registration Number:	3353727	INNOVATION THROUGH UNDERSTANDING	
CORRESPONDENCE DATA			
Fax Number:	(650)815-2601		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	svtmdocketing@sheppardmullin.com		
Correspondent Name:	Thayer M. Preece		
Address Line 1:	990 Marsh Road		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	25MC-156693		
NAME OF SUBMITTER:	Thayer Preece		
Signature:	/ThayerPreece/		
Date:	09/29/2010		

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Total Attachments: 13

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EXCHANGE AGREEMENT

At the Closing (as defined below), upon the terms and subject to the conditions set forth in this Exchange Agreement (“*Exchange Agreement*”) between The Innovation Games Company, a Delaware corporation (“*Company*”) and Enthiosys, Inc., a California corporation (“*Enthiosys*”), Enthiosys agrees to purchase and the Company agrees to issue to Enthiosys, One Hundred Thousand (100,000) shares of common stock of the Company (“*Shares*”) in exchange for certain assets and related obligations of Enthiosys set forth on **Schedule A** attached to this Exchange Agreement (“*Transferred Assets*”). The transactions set forth in this Exchange Agreement are referred to as the “*Exchange*.”

1. TERMS AND CONDITIONS OF THE EXCHANGE. The Company and Enthiosys understand and agree that this Exchange is subject to the following terms and conditions:

(a) This Exchange Agreement shall be held in escrow by the Company pending the Closing.

(b) The Company and Enthiosys shall comply with the terms of this Exchange Agreement and shall execute any and all documents necessary in connection with the purchase of the Shares.

(c) The Exchange Agreement is irrevocable.

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. In connection with the issuance and sale of the Shares, the Company represents, warrants and agrees as follows, effective as of the Closing Date (as defined below):

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of Delaware.

(b) The Company has all requisite power and authority to own and operate its properties and assets, to execute and deliver this Exchange Agreement, to issue and sell the Shares and to carry out the provisions of this Exchange Agreement. The execution, delivery and performance by the Company of this Exchange Agreement, and the consummation of the transactions contemplated by this agreement, have been duly authorized by all necessary action on the part of the Company.

(c) The execution, delivery and performance by the Company of this Exchange Agreement does not require any action by or in respect of, or filing with, any governmental body, agency, official or authority by the Company other than: (i) such action or filing the failure to obtain or complete, which would not have a material adverse effect on the Company and which would not materially and adversely affect the Company’s ability to consummate the transactions contemplated by this agreement; (ii)

such filings as have been made prior to the Closing; and (iii) such post-closing filings as may be required under applicable state securities laws.

(d) The Shares have been duly authorized and, upon the Closing, will be validly issued, fully paid and nonassessable. The rights, preferences, privileges and restrictions of the Shares will be as stated in the Company's Certificate of Incorporation, as amended from time to time.

3. REPRESENTATIONS AND WARRANTIES OF ENTHIOSYS. In connection with the purchase of the Shares, Enthiosys represents, warrants and agrees as follows effective as of the Closing Date:

(a) Enthiosys is a corporation duly organized, validly existing and in good standing under the laws of the State of California. The address of Enthiosys' principal executive office is as set forth on the signature page of this agreement. Enthiosys was not formed for the purpose of purchasing the Shares pursuant to this agreement.

(b) Enthiosys has all requisite power and authority to own and operate its properties and assets, to execute and deliver this Exchange Agreement, to purchase the Shares, to transfer the Transferred Assets and the Transferred Liabilities and to carry out the provisions of this Exchange Agreement. The execution, delivery and performance by Enthiosys of this agreement and the consummation of the transactions contemplated by this agreement have been duly authorized by all necessary action on the part of Enthiosys.

(c) The execution, delivery and performance by Enthiosys of this Exchange Agreement does not require any action by or in respect of, or filing with, any governmental body, agency, official or authority by Enthiosys other than: (i) such action or filing the failure to obtain or complete which would not have a material adverse effect on Enthiosys and which would not materially and adversely affect Enthiosys' ability to consummate the transactions contemplated by this agreement; (ii) such filing as have been made prior to the Closing; and (iii) such post-closing filings as may be required under applicable state securities laws.

(d) As to the Transferred Assets and specifically enumerated related obligations listed in Schedule A, Enthiosys makes no representation or warranty other than Enthiosys has not transferred, licensed or encumbered such Transferred Assets.

(e) Enthiosys understands that the Shares have not been registered under the Securities Act of 1933, as amended ("**Securities Act**"), and the Shares are being offered and sold under an exemption from registration provided by the Securities Act and the rules and regulations thereunder in reliance in good faith upon the representations and warranties of Enthiosys contained in this agreement.

(f) Enthiosys has received, read, carefully considered and fully understands this Exchange Agreement and all documents related to the Company and its operations requested by and furnished to Enthiosys. Enthiosys has not been furnished with or solicited by any offering literature, leaflet, public promotional meeting, circular, newspaper or magazine article, radio or television advertisement or any other form of general advertising.

(g) Enthiosys is able (i) to bear the economic risk of its investment in the Shares, (ii) to hold the Shares for an indefinite period of time, and (iii) currently, based on existing conditions, will be able to afford a complete loss of such investment.

(h) Enthiosys understands the business in which the Company is engaged and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its investment in the Shares and of making an informed investment decision with respect thereto. Enthiosys has obtained sufficient information to evaluate the merits and risks of its investment and to make such a decision.

(i) In making its decision to invest in the Shares, Enthiosys has relied upon independent investigations made by it and by its own professional advisors. Enthiosys and its advisors have been given the opportunity to obtain information and to examine this Exchange Agreement and to ask questions of, and to receive answers from, the Company or any person acting on its behalf concerning the Shares, the Company and the terms and conditions of this investment, and to obtain any additional information to verify the accuracy of any information previously furnished. All such questions have been answered to Enthiosys' full satisfaction.

(j) The Shares are being purchased solely for Enthiosys' own account, as principal, for investment and not for the interest of any other entity and not with a view to, or in connection with, any resale, distribution or subdivision of the Shares.

(k) Enthiosys understands that:

(i) All certificates evidencing the Shares will bear the following legends:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AMENDED ("ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES ARE SUBJECT RESTRICTIONS ON TRANSFERABILITY AND RESALE MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. HOLDERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF

THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON PUBLIC RESALE AND TRANSFER, INCLUDING THE RIGHT OF FIRST REFUSAL HELD BY THE ISSUER AND/OR ITS ASSIGNEE(S) AS SET FORTH IN THE ISSUER'S BYLAWS. PUBLIC SALE AND TRANSFER RESTRICTIONS, INCLUDING THE RIGHT OF FIRST REFUSAL, ARE BINDING ON TRANSFEREES OF THESE SHARES.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A 180 DAY MARKET STANDOFF RESTRICTION AS SET FORTH IN A CERTAIN AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. AS A RESULT OF SUCH AGREEMENT, THESE SHARES MAY NOT BE TRADED PRIOR TO 180 DAYS AFTER THE EFFECTIVE DATE OF THE INITIAL PUBLIC OFFERING OF THE COMMON STOCK OF THE ISSUER HEREOF. SUCH RESTRICTION IS BINDING ON TRANSFEREES OF THESE SHARES.

(ii) No federal or state agency has passed on or made any recommendations or endorsements of the investment in the Shares.

4. WARRANTY DISCLAIMERS; LIMITATION OF LIABILITY.

(a) OTHER THAN AS SET FORTH ABOVE, INCLUDING BUT NOT LIMITED TO SECTION 3(d). ALL TRANSFERRED ASSETS ARE PROVIDED "AS IS" AND ENTHIOSYS MAKE NO WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE TRANSFERRED ASSETS OR THE LIABILITIES AND OBLIGATIONS, ANY DELIVERABLE OR ANY SERVICES OR LICENSES RELATED THERETO OR ANY PART THEREOF, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OF NONINFRINGEMENT.

(b) NOTWITHSTANDING ANY ELSE IN THIS EXCHANGE AGREEMENT OR OTHERWISE, ENTHIOSYS SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER OF THIS EXCHANGE AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS OF THREE MILLION U.S. DOLLARS OR (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS. ENTHIOSYS SHALL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS EXCHANGE AGREEMENT UNDER ANY

CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. AGREEMENTS. Enthiosys agrees that:

(a) Enthiosys will not transfer or assign this Exchange Agreement or any of its interest in this agreement. The Shares shall be transferred only in accordance with all applicable laws.

(b) Enthiosys may not cancel, terminate or revoke this Exchange Agreement, and this Exchange Agreement shall be binding upon its successors, assigns, legal representatives, heirs, legatees and distributees.

(c) Enthiosys shall indemnify, hold harmless and defend the Company and its officers, directors and affiliates with respect to any and all loss, damage, expense, claim, action or liability any of them may incur as a result of the breach or untruth of any of its representations, warranties and agreements set forth in this Exchange Agreement. The Company shall indemnify, hold harmless and defend Enthiosys and its officers, directors and affiliates with respect to any and all loss, damage, expense, claim, action or liability any of them may incur as a result of the breach or untruth of any of its representations, warranties and agreements set forth in this Exchange Agreement.

(d) Enthiosys shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any common stock or other securities of the Company held by Enthiosys, including the Shares (“Restricted Securities”), for a period of time specified by the managing underwriters (not to exceed one hundred eighty (180) days) following the effective date of a registration statement of the Company filed under the Act; *provided however*, that such one hundred eighty (180) day period may be extended for not more than eighteen (18) days if such extension is reasonably necessary to allow the Company’s underwriters to comply with NASD Conduct Rule 2711 (or any similar successor rule) (“**Lock Up Period**”). Enthiosys agrees to execute and deliver such other agreements as may be reasonably requested by the Company and/or the managing underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to Enthiosys’ Restricted Securities until the end of such period. The underwriters of the Company’s stock are intended third party beneficiaries of this Section 5(b) and shall have the right, power and authority to enforce the provisions of this section as though they were a party to this Agreement.

6. CONSIDERATION; ISSUANCE OF THE SHARES. The consideration for the issuance by the Company of the Shares and the agreement by the Company to purchase the Transferred Assets (and assume the related, enumerated obligations) (“**Consideration**”) is the assignment, transfer and delivery of the Transferred Assets.

7. CLOSING.

(a) The Closing of the Exchange (“**Closing**”) will take place at the offices of DJL Corporate Law, 17349 Parkside Court, Monte Sereno, CA 95030, at such date and time as mutually agreed by the parties.

(b) At the Closing, the parties shall deliver to each other the following documents to effect the assignment, transfer and delivery of the Transferred Assets, the assumption of the Transferred Liabilities and the receipt of the Consideration:

(i) The Company shall deliver to Enthiosys certificates representing the Shares;

(ii) The Company and Enthiosys shall deliver to each other an assignment and assumption agreement covering the Transferred Assets, in substantially the form set forth as **Exhibit B**, and Enthiosys shall deliver to Company such endorsements, consents, assignments and other good and sufficient instruments of conveyance and assignment as the parties deem reasonably necessary or appropriate to vest in the Company all right, title and interest in, to and under the Transferred Assets and for the Company to assume all of the enumerated obligations.

8. MISCELLANEOUS.


(a) This Exchange Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to principles of conflicts of laws.

(b) This Exchange Agreement constitutes the entire agreement among the parties with respect to the subject matter of this agreement and may be amended only by a writing executed by the party to be bound by such amendment.

[Remainder of Page Intentionally Blank]

The undersigned represents that the foregoing statements are true and correct and that it has by signature below, executed this Exchange Agreement as of the 1st day of April, 2010.

The Innovation Games Company

By: 

Luke Hohmann, President & CEO

Enthiosys, Inc.

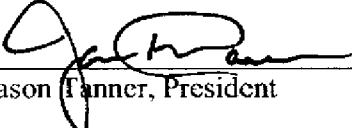
By: _____
Jason Tanner, President

The undersigned represents that the foregoing statements are true and correct and that it has by signature below, executed this Exchange Agreement as of the 6th day of July, 2010.

The Innovation Games Company

By: _____
Luke Hohmann, President & CEO

Enthiosys, Inc.

By:  _____
Jason Fanner, President

SCHEDULE A

ASSETS TRANSFERRED TO TIGC

For the purposes of the Exchange Agreement and Assignment attached as Schedule B, “*Assets*” and “*Obligations*” shall be as set forth below.

Assets:

1. The following trademarks, trade names and any trade dress, including logos, associated with: *Innovation Games*® and *Innovation Through Understanding*®
2. All source and object code any related intellectual property associated with *Innovation Games*,® commonly referred to by Enthiosys as the *IG code*.
3. All contact details and other information pertaining to *IG.com* registered users and players.
4. The domain name and all content and related intellectual property associated with the *InnovationGames.com* website.
5. Any and all domain names owned by Enthiosys, **other than** the following:

Enthiosys.com
AgileBenchmarking.com
AgileBeta.com
AgileCustomerCare.com
AgileDRM.com,
AgileEVA.com
AgileFeatures.com
Agile-Gate.com
AgileIdeation.com
AgileJam.com,
AgileLaunch.com
AgileLicense.com
AgileMarketAnalysis.com
AgileMarketNeed.com,
AgileMarketResearch.com
AgileMarketShare.com
AgileProductInnovation.com,
AgileProductManager.com
AgileProductPricing.com
AgileRoadmap.com,
AgileRoadmapping.com

The domains constituting Assets transferred pursuant to the Exchange Agreement include, specifically, all “*game*” related domains.

6. Any and all *IG Courseware*, which includes any and all descriptions, worksheets, white papers, and any and all materials relating to the games, in any form.

7. A joint ownership of any and all *Salesforce* leads in the possession of Enthiosys.

8. A joint ownership of the *Marketo Software* any and all leads relating thereto, in the possession of Enthiosys.

Obligations:

1. Any and all costs associated with the registration and defense of any of the Assets that are trademarks, occurring after the date of the Exchange Agreement.

2. Any and all costs associated with any of the Assets that are domain names.

SCHEDULE B

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“*Assignment*”) is entered into effective as of the 1st day of April, 2010 by and between Enthiosys, Inc., a California corporation (“*Enthiosys*”) and The Innovation Games Company, a Delaware corporation (“*TIGC*”).

Recitals

Enthiosys and TIGC have entered into an Exchange Agreement dated as of the same date as this Assignment; and

The parties desire to assign certain assets and obligations of Enthiosys to TIGC for the consideration set forth in the Exchange Agreement.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Assignment

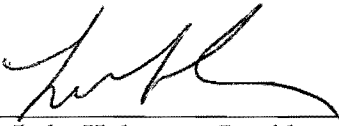
1. Enthiosys does transfer and assign unto TIGC all of Enthiosys’ right, title and interest in and to the Assets as set forth on Exhibit A to the Exchange Agreement.
2. For and in consideration of the Exchange Agreement and this Assignment, TIGC assumes all of Enthiosys’ obligations and liabilities as more specifically defined as Obligations as set forth on Exhibit A to the Exchange Agreement. TIGC agrees to observe, perform and fulfill all the terms and conditions of the Obligations to the same extent as if TIGC had been originally named as a party to the agreements pertaining to each Obligation.
3. TIGC agrees to defend, indemnify and hold harmless Enthiosys and its affiliates, officers, directors, shareholders, employees, partners, agents and representatives from and against all claims, demands, obligations, losses, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys’ fees, costs and expenses arising out of, resulting from or related in any way whatsoever to the Obligations, other than liabilities arising prior to the date of this Assignment. Enthiosys agrees to defend, indemnify and hold harmless TIGC and its affiliates, officers, directors, stockholders, employees, partners, agents and representatives from and against all claims, demands, obligations, losses, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorney’s fees, costs and expenses arising out of, resulting from or related in any way whatsoever to the Obligation as of and prior to the date of this Assignment.

4. This Assignment shall be binding upon, and inure to the benefit of, Enthiosys and TIGC, and their respective successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of California without giving effect to conflicts of law principles.

The parties have executed and delivered this Assignment effective as of the date first set forth above.

The Innovation Games Company

By: 

Luke Hohmann, President & CEO

Enthiosys, Inc.

By: _____
Jason Tanner, President

4. This Assignment shall be binding upon, and inure to the benefit of, Enthiosys and TIGC, and their respective successors and assigns.

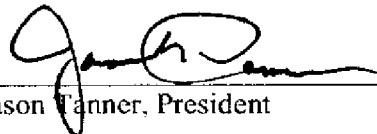
5. This Assignment shall be governed by and construed in accordance with the laws of the State of California without giving effect to conflicts of law principles.

The parties have executed and delivered this Assignment effective as of the date first set forth above.

The Innovation Games Company

By: _____
Luke Hohmann, President & CEO

Enthiosys, Inc.

By:  _____
Jason Varner, President