

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
Metastorm Inc.		01/21/2011	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Deltek, Inc.		
Street Address:	13880 Dulles Corner Lane		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3020841	KNOW MORE. DO MORE.	
CORRESPONDENCE DATA			
Fax Number:	(214)978-3099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(214) 978-3000		
Email:	angela.young@bakermckenzie.com		
Correspondent Name:	Baker & McKenzie LLP		
Address Line 1:	2001 Ross Ave., Suite 2300		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	24224663-000001		
NAME OF SUBMITTER:	Nicole B. Emmons		
Signature:	/Nicole B. Emmons/		
Date:	01/24/2011		

CH \$40.00 3020841

Total Attachments: 3

source=toDeltek#page1.tif

source=toDeltek#page2.tif

source=toDeltek#page3.tif

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement"), effective as of January 21, 2011 (the "Effective Date"), is entered into by and between Metastorm Inc., a corporation established under the laws of the State of Maryland with an address at 500 East Pratt Street, Suite 1250, Baltimore, Maryland 21202 ("Metastorm"), and Deltek, Inc., a corporation established under the laws of the State of Delaware with an address at 13880 Dulles Corner Lane, Herndon, Virginia 20171 ("Deltek") (each, a "Party," and collectively, the "Parties").

WHEREAS, Metastorm has acquired from Proforma Corporation ("Proforma") all rights, title, and interest in and to the tagline and mark "KNOW MORE. DO MORE." in any or no stylization or with any or no design (the "Mark") and all ownership and rights at common law or under statute or regulation and all state, federal and international registrations and applications for the Mark, including, without limitation, U.S. Reg. No. 3,020,841, existing wherever or under whatever law (collectively, the "Assigned Rights"); and

WHEREAS, Metastorm wishes to assign to Deltek, and Deltek wishes to acquire from Metastorm, all rights, title, and interest in and to the Mark, the Assigned Rights, and all goodwill associated therewith or generated by its use;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the Parties agree as follows:

1. Assignment. Metastorm agrees to, and hereby does, sell, assign, convey, transfer and set over to Deltek, and Deltek hereby purchases, acquires, and receives from Metastorm, effective as of the Effective Date, voluntarily, knowingly and irrevocably, all rights, title, interest and expectation in and to the Mark and the Assigned Rights, and any and all goodwill and rights associated with or generated by use of the Mark as fully and entirely as the same would have been held and enjoyed by Metastorm on the Effective Date had this Agreement not been made. Metastorm and Deltek agree that, as of the Effective Date, Deltek shall solely and exclusively own and hold all rights, title and interest in and to the Marks and Assigned Rights, including, without limitation, the right to, directly or indirectly, exercise, exploit, license out, assign, transfer, convey, commercialize, or otherwise enjoy any and all rights and benefits encompassed by or resulting from the Mark and the Assigned Rights, all in Deltek's sole discretion, including, but not limited to, the exploitation, licensing out, assignment, transfer, conveyance, commercialization, enjoyment, and exercise of any economic and non-economic rights using, utilizing or based on the Marks and/or any right thereof. Metastorm shall not retain, whether expressly, by implication, estoppel or otherwise, any right, title or interest in and to the Mark or any Assigned Right. For the avoidance of doubt, Deltek shall solely and exclusively have the right and be entitled, in its sole discretion, in and/or under the laws of any country and jurisdiction, to (i) initiate and/or continue any action, litigation, arbitration or other proceeding, and seek, enforce, and benefit from any right, remedy and/or award, in connection with the Mark and any or all of the Assigned Rights, or any infringement, theft or violation thereof, whether such rights, remedies or infringement are based on any acts, omission or conduct prior to, on or after the Effective Date, and (ii) file, continue, discontinue, prosecute, or abandon any application for registration of the Mark, and (iii) obtain, maintain, cancel, or let expire any registration of the Mark.

2. Consideration. In consideration for the assignment, performance, obligations, and other undertakings of Metastorm under this Agreement, Deltek agrees to reimburse Metastorm for all out-of-pocket expenses that Metastorm incurs for the assignment of the Mark, including recordation of assignment by Proforma, and any subsequent actions by Metastorm under this Agreement, and any costs associated with the work of in house counsel ("Expenses"). Such payment shall be made in U.S. dollars by wire transfer within twenty (20) days from receipt of invoice, as directed by Metastorm. In the event that Metastorm does not receive payment in accordance with this Section 2, this Assignment Agreement shall be null and void, and all right to the Mark shall be retained by Metastorm.

3. Further Assurances. Metastorm agrees to take all action necessary or reasonable to fully accomplish all such assignments and transfers, including, but not limited to, executing, at any time, any agreements, forms, letters, applications, affidavits or other documents, providing any statements, materials, information, or items, and providing any other assistance, acts, omission and cooperation as requested by Deltek.

4. Covenant of Non-Use. Metastorm agrees, represents, warrants and covenants to permanently cease, terminate, and refrain at any time from adopting, using, utilizing, use in metatags, register as or in a domain name, purchase as keyword on any search engine, displaying, applying for the registration of, and/or registering, whether directly or indirectly, in any way, anywhere in the world the Mark, or any mark, name, or tagline confusingly similar (including, without limitation, literally, phonetically, or visually) thereto, or any translation or transliteration thereof, whether as, or as part of, a trademark, service mark, trade dress, corporate name, business name, trade name, tag line, domain name, e-mail or website address, or other identifier of any kind. Deltek agrees that, other than the Mark, none of the trademarks, service marks, trade dress, corporate names, business names, trade names, tag lines, domain names, e-mail or website addresses, or other identifiers currently used by Metastorm are confusingly similar to the Mark in violation of this Section 4.

5. Recordal of Assignment by Proforma. Metastorm has acquired from Proforma, and Proforma has assigned to Metastorm, prior to the Effective Date all rights, title, and interest in and to the Mark and all Assigned Rights from Proforma. Within twenty (20) calendar days of the Effective Date, Metastorm shall deliver to Deltek copies of all documentation related to such assignment. All copies and information hereunder shall be delivered to Deltek's legal department in such form and format as agreed by the Parties. Deltek agrees that it will file, within twenty (20) calendar days of receipt from Metastorm, and cause to be recorded, with the U.S. Patent and Trademark Office (the "USPTO"), and any other agency with which an application for registration for the Mark has been filed or by which a registration for the Mark has been issued, documentation evidencing such assignment by Proforma to Metastorm as sufficient and necessary to record Metastorm as the record owner thereof.

6. Warranties.

a. Each Party represents and warrants to have the full right, power and authority to enter into, and to perform all of such Party's obligations under, this Agreement and not to have entered into agreement or contract, or be subject to any obligation or duty, that violates or conflicts with any, or would be breached by, any obligation, warranty, representation or performance of such Party in or under this Agreement.

b. In addition, Metastorm warrants and represents that: (i) it owns, and no third party co-owns, the rights, title, and interest in and to the Mark and the Assigned Rights; (ii) it has not assigned, transferred, conveyed or granted, and has not agreed or promised to or entered into an agreement or contract or undertaking to, and it will not, assign, transfer, convey or grant, any right, title, interest, license or expectation in or to the Mark and/or any Assigned Right; (iii) to the best of Metastorm's knowledge, no third party has infringed or is infringing any of the Assigned Rights; and (iv) it has not received any claim, threat or allegation from any third party, and has not been involved in any legal or administrative action asserting, or been subject to an order or judgment finding or determining, that any use of the Mark infringes or violates any intellectual property or other rights of any third party. OTHER THAN THE WARRANTIES EXPRESSLY PROVIDED HEREIN, DELTEK AGREES THAT THE ASSIGNMENT CONTEMPLATED BY THIS AGREEMENT IS BEING GRANTED STRICTLY ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS AND THAT SUCH ASSIGNMENT SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR USE, WHICH ARE HEREBY DISCLAIMED.

7. Default. In the event of any violation or breach of, or non-performance or default under, or threatened violation or breach of, or non-performance or default under, this Agreement, Deltek shall be

entitled, among any other available remedies, to obtain specific performance and injunctive relief to enforce the provisions of and rights under this Agreement.

8. Notices. Except as stated otherwise in this Agreement, all notices to a Party hereunder shall be delivered in writing to such Party under the address set forth in the caption.

9. Entire Agreement; Amendments. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both together shall be deemed to be one and the same agreement. Executed copies of this Agreement may be delivered by facsimile transmission or other comparable electronic means. This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of each Party, and the executors, administrators, personal representatives, heirs, successors and permitted assigns thereof. Metastorm may not assign this Agreement or any right hereunder, or delegate any obligation hereunder. No agreement or understanding amending or varying this Agreement shall be binding upon either Party, unless set forth in a writing which specifically refers to this Agreement, signed by the Parties or the duly authorized officers of the Parties, and the provisions hereof not specifically amended thereby shall remain in full force and effect.

10. Waivers. Any waiver of a right under or a breach of this Agreement by a Party must be express and in writing.

11. Severability. Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute or regulation existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion shall be validly reformed so as to approximate the intent of the parties as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this Agreement shall not otherwise be affected.

12. Governing Law. This Agreement will be governed by and interpreted and enforced in accordance with applicable U.S. federal law and the laws of the State of Delaware, without regard to conflict of laws principles that may require the application of the laws of any other jurisdiction.

IN WITNESS WHEREOF, each Party has signed or caused its duly authorized representative to sign this Agreement as of the Effective Date.

Metastorm:

Deltek:

Metastorm Inc.

Deltek, Inc.



Name: Allison M. McCann
Title: Vice President of Legal Affairs



Name: David Schwiesow
Title: Senior Vice President and
General Counsel