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TO: JONATHAN P. FROEMEL COMPANY: P.O. BOX 2786

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Codefarm Software Limited		01/28/2009	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Calypso Technology, Inc.		
Street Address:	595 Market Street		
Internal Address:	Suite 1800		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3537122	CODEFARM	
Registration Number:	3385472	GALAPAGOS	
CORRESPONDENCE DATA			
Fax Number:	(312)759-5646		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-357-1313		
Email:	jfroemel@btlaw.com		
Correspondent Name:	Jonathan P. Froemel		
Address Line 1:	P.O. Box 2786		
Address Line 4:	Chicago, ILLINOIS 60690		
ATTORNEY DOCKET NUMBER:	21140-100		
NAME OF SUBMITTER:	Jonathan P. Froemel		
Signature:	/jfroemel/		

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Agreement for the sale and purchase of the business and certain assets of Codefarm Software Limited (In Administration)

- (1) Codefarm Software Limited (In Administration)
- (2) Calypso Technology, Inc.
- (3) David Ronald Elliott and Simon Geoffrey Paterson

Dated 28 January 2009

Ref: 10CSG/EH01/078010/000002

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TO: JONATHAN P. FROEMEL COMPANY: P.O. BOX 2788

This Agreement is made the 28th day of January 2009

Between

- (1) Codefarm Software Limited (in Administration) (company number: 04391631) whose registered office is at Victory House, Quayside, Chatham Marine, Kent, ME4 4QU ("the Seller") acting by its joint administrators; and
- (2) Calypso Technology, Inc., a Delaware corporation (company number: 3930576), whose principal office is at 595 Market Street, Suite 1800, San Francisco, California 94106 ("the Buyer"); and
- (3) David Ronald Elliott and Simon Geoffrey Paterson of Victory House, Quayside, Chatham Marine, Kent, ME4 4QU (together "the Administrators").

Background:

- (A) The Administrators were appointed joint administrators of the Seller (with power to act severally) on 15 January 2009 pursuant to an appointment of the directors in accordance with paragraph 22 of schedule B1 to the Insolvency Act 1986.
- (B) The Seller shall sell and the Buyer has agreed to purchase whatever right, title and interest the Seller may have in certain assets used by it in the Business.
- (C) The Buyer is entering into this Agreement having made such inspection and investigation of the said Assets as it thinks fit, on the basis of a purchase by the Buyer of the Assets "as is" and in full knowledge and acceptance of the terms and conditions of this Agreement and, in particular (but without limitation), of the fact that the price to be paid for the Assets has been calculated on the acknowledged basis that the risk of good title to all or any of the Assets not passing to the Buyer is the Buyer's alone and that since the Buyer is contracting with a company in Administration the terms and conditions of this Agreement are reasonable.

It is agreed as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

"this Agreement"	this Agreement (including any schedule or annexure to it and any document in agreed form);
"the Assets"	the property, assets and rights (including intangible rights) of the Seller used by, or held for use by, Seller in the Business, including without limitation those listed in Schedule 1, but excluding in each case the Excluded Assets;
"the Business"	
"Business Day"	
"Completion"	

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"the Completion Date"

"the Consideration"

"the Contracts"

"the Debts"

"the Employees"

"the Excluded Assets"

"Excluded Records"

"Financial Records"

"the Goodwill"

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Intellectual Rights

Property

the rights of the Seller (to the extent that the Seller holds them for the purposes of the Business and is able to transmit them to the Buyer) in relation to the Business, any and all rights throughout the world in, arising out of, or associated with any of the following: (i) all models and designs and patents and applications therefor and all renewals, divisions, renewals, extensions, provisions, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures and improvements, all trade secrets, proprietary information, know how and technology (collectively, "Trade Secrets"); (iii) all works of authorship, copyrights, mask works, copyright and mask work registrations and applications; (iv) all industrial designs and any registrations and applications therefor; (v) all trade names, logos, trademarks and service marks; trademark and service mark registrations and applications (collectively, "Trademarks"); (vi) all databases and data collections (including knowledge databases, customer lists and customer databases (including the Customer List)); (vii) all

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rights in software and documentation; (vii) rights to Uniform Resource Locators, website addresses and domain names; (ix) any similar, corresponding or equivalent rights to any of the foregoing; and (x) all goodwill associated with any of the foregoing;

"Liabilities"

"the Records"

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"the Regulations"

"The ROT Items"

"Secured Person"

"Security Interest"

"Technology"

means technology, technical and business information and all tangible embodiments of Intellectual Property Rights, including software, development tools, systems, files, records, databases, drawings, artwork, designs, displays, audio-visual works, devices, hardware, apparatuses, documentation, manuals, specifications, flow charts, web pages, customer lists, electronic and other data, and other tangible embodiments of, or materials describing or disclosing, technical or business data, concepts, know-how, show-how, techniques, Trade Secrets, inventions (whether patentable or unpatentable), algorithms, formulas, processes, routines, databases, works of authorship and the like;

"the Third Party Assets"

"VAT Records"

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1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time;
- 1.2.2 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
- 1.2.3 any reference to the singular shall include the plural and vice versa;
- 1.2.4 any reference to the masculine gender shall include the feminine and neuter and vice versa;
- 1.2.5 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this Agreement;
- 1.2.6 where any party comprises two or more persons, any obligations of that party in, under or arising from this Agreement is undertaken by or binding upon such two or more persons jointly and severally;
- 1.2.7 references to any party to this Agreement include its successors-in-title and permitted assignees;
- 1.2.8 references to numbered Clauses, Schedules or paragraphs are references to the relevant clauses or schedules in this Agreement or the relevant paragraph of this Agreement respectively;
- 1.2.9 any reference to "written" or "writing" includes faxes (but not email) or other transitory forms;
- 1.2.10 references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or any legal concept, state of affairs or thing shall in respect of any jurisdiction other than England be deemed to include that which most approximates in that jurisdiction to the English legal term;
- 1.2.11 references to times of the day are to London time and references to a day are to a period of 24 hours commencing at midnight at the start of the day; and
- 1.2.12 any document expressed to be "in the agreed form" or "in the agreed terms" means a document in a form approved by (and for the purposes of identification signed or initialed by or on behalf of) the parties to this Agreement.

2. Sale and purchase of the Assets; Assumption of Liabilities

- 2.1 The Seller shall sell and the Buyer shall purchase such right, title and interest as the Seller may have in and to the Business and the Assets with effect from the Completion Date and upon the terms of this Agreement.

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2.3

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3. Consideration payable by the Buyer

3.1 The Consideration (exclusive of value added tax) payable by the Buyer for the Business and Assets shall be " " which shall be apportioned as follows:

3.1.1 for the Goodwill;

3.1.2 for tangible assets; and

3.1.3 for the Intellectual Property Rights.

3.2

4.

4.1 Completion shall take place immediately following the signing of this Agreement.

4.2 At Completion:

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This Agreement has been signed executed and delivered on the date appearing at the top of page 1.

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Schedule 1

The Assets

Part A

All of the tangible and intangible rights, properties and assets of every nature, kind and description, wheresoever located, which are used by, or held for use by, the Seller in the Business, whether arising by contract, Law or otherwise, and whether or not carried or reflected on the Records of the Seller, except for the Excluded Assets.

Without limiting the generality of the foregoing and except for the Excluded Assets, the Assets shall include the following assets, in each case to the extent owned by or payable to the Seller as of Completion and used by or held for use by the Seller in the Business:

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- 4. all registered and common law Trademarks of the Seller in any jurisdiction in the world specifically associated with the Products or used in the conduct of the Business and all Goodwill appurtenant thereto, including without limitation the Product names and the following Trademarks:

(a) Registered Trademarks

<u>Title</u>	<u>Country</u>	<u>TM No.</u>
codefarm	United Kingdom	2634241
codefarm	Europe	E5025283
codefarm	United States	3537122
Galapagos	Europe	E5025275
Galapagos	United States	3385472

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(b) Unregistered Trademarks

Codelarm Software

Galapagos Manager

Galapagos Structurer

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TO: JONATHAN P. FROEMEL COMPANY: P.O. BOX 2786

Signed for and on behalf of
Codefarm Software Limited
by David Ronald Elliott
as Joint Administrator
without personal liability

DR Elliott

Signed by
David Ronald Elliott
for and on behalf of himself and
Simon Geoffrey Paterson
without personal liability

DR Elliott

Signed by
duly authorised representative on
behalf of Calypso Technology,
Inc.

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TO: JONATHAN P. FROEMEL COMPANY: P.O. BOX 2786

Signed for and on behalf of
Codeform Software Limited
by David Ronald Elliott
as Joint Administrator
without personal liability

Signed by
David Ronald Elliott
for and on behalf of himself and
Simon Geoffrey Paterson
without personal liability

Signed by
duly authorized representative on
behalf of Galypso Technology,
Inc.

MVT *slummi* 1/28/2009
MARK ROBINSON

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