

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
Insert Key Solutions, Inc.		12/22/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ventyx Inc.		
Street Address:	3301 Windy Ridge Parkway		
Internal Address:	Suite 200		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2917351	PLANTIQ	
CORRESPONDENCE DATA			
Fax Number:	(440)585-7578		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4405856818		
Email:	patents@us.abb.com		
Correspondent Name:	ABB Inc.		
Address Line 1:	29801 Euclid Avenue		
Address Line 2:	ABB Legal 4U6		
Address Line 4:	Wickliffe, OHIO 44092		
ATTORNEY DOCKET NUMBER:	PLANTIQ		
NAME OF SUBMITTER:	Deborah Powers		
Signature:	/Deborah Powers/		

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**TRADEMARK
 REEL: 004476 FRAME: 0374**

Date:

02/10/2011

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Trademark Assignment*"), dated as of December 22, 2010 (the "*Effective Date*"), is made by Insert Key Solutions, Inc., a Delaware corporation ("*Assignor*"), to and for the benefit of Ventyx Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor, Evan Niemkiewicz, Joe Passarelli and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 30, 2010 (the "*Agreement*"), pursuant to which Assignor agreed to sell and Assignee agreed to purchase the Purchased Assets (as defined in the Agreement);

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on Schedule A or that otherwise constitute Purchased Assets under the Agreement (all of the foregoing collectively, the "*Trademarks*") and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to the Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee pursuant to this Trademark Assignment.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including, without

limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Trademark Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Trademark Assignment.

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Schedule A

Trademarks

Trademark	Registration No. Reg. Date Country
PLANTIQ	2,917,351 1/11/2005 United States
PLANTIQ	9396128 (Application No.) 9/23/10 (Application Date) European Community

COI-1447474v2