

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment and Domain Name Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
nGenera Corporation		03/19/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Iconixx Software Corporation		
Street Address:	100 Congress Avenue		
Internal Address:	Suite 2000		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2905526	ICONIXX	
CORRESPONDENCE DATA			
Fax Number:	(703)816-4100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-816-4010		
Email:	nixonptomail@nixonvan.com		
Correspondent Name:	James T. Hosmer, Nixon & Vanderhye PC		
Address Line 1:	901 NORTH GLEBE ROAD		
Address Line 2:	11TH FLOOR		
Address Line 4:	Arlington, VIRGINIA 22203		
ATTORNEY DOCKET NUMBER:	JTH-4186-2		
NAME OF SUBMITTER:	James T. Hosmer		
Signature:	/jth/		

OP \$40.00 2905526

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TRADEMARK
 REEL: 004617 FRAME: 0904

Date:

09/07/2011

Total Attachments: 6

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (this "Assignment") is made effective as of March 1, 2010, by and between nGenera Corporation, a Delaware corporation ("Assignor"), and having a principal place of business at 901 South Mopac Expressway, Barton Oaks II, Suite 100, Austin, Texas 78746 and Iconix Software Corporation, a Delaware corporation ("Assignee"), and having a principal place of business at 100 Congress Avenue, Suite 2000, Austin, TX 78701.

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names identified in the attached Schedule A (the "Marks");

WHEREAS, Assignor is the owner of the Internet domain names identified in the attached Schedule B (collectively, the "Domains");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of even date herewith (collectively, the "Asset Purchase Agreement");

WHEREAS, capitalized terms used herein and not otherwise defined in this Assignment have the meanings given such terms in the Asset Purchase Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement Assignor sold to Assignee, and Assignee acquired from Assignor, all right, title and interest to and in all of the Acquired Assets, including, without limitation, the Marks and Domains and all associated goodwill;

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Marks

1. Effective upon the Closing, Assignor does hereby sell, assign, convey and transfer unto said Assignee, its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries and to Assignor's knowledge free of all Liens (as defined in the Asset Purchase Agreement), in and to the Marks (including any common law rights that may exist and are associated therewith), the same to be held and enjoyed by said Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

2. Assignor further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

Domains

1. Effective upon the Closing, Assignor hereby sells, transfers, conveys and assigns to Assignee Assignor's entire right, title and interest in and to the Domains, the right to renew the registrations for such Domains, and every priority right that is or may be predicated upon or arise from

said Domains, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives to be used as fully and entirely as said rights would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Assignor hereby authorizes the respective registrars of the Domains to transfer the ownership and control of the Domains to the Assignee.

General Provisions

1. Assignor shall provide each of Assignee, its Affiliates, and their successors, assigns or other legal representatives, reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required), at Assignee's request: (1) in the preparation and prosecution of any applications covering the trademark rights assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the trademark rights assigned herein, including, but not limited to, testifying as to any facts relating to the trademark rights assigned by this Assignment; (3) in obtaining any additional trademark protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment; provided that such obligation of Assignor under this Section 1 shall not require Assignor to incur any cost or expense which Assignor does not separately consent, in its sole discretion.

2. This Assignment is delivered pursuant to the Asset Purchase Agreement. In the event of a conflict between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall take precedence and control. Capitalized terms used but not defined herein shall have the meanings given those terms in the Asset Purchase Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as a sealed instrument by its duly authorized officer as of the date first written above.

ASSIGNOR: nGenera Corporation

Signature: _____

Name: Ryan Gravelle

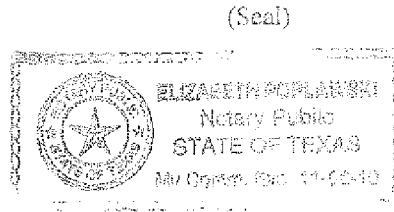
Title: SVP + General Counsel

NOTARIZATION

On this 1st day of MARCH, 2010, before me, the undersigned Notary Public, personally appeared Ryan Gravelle, proved to me through satisfactory evidence of identification, which was/ were TX DL 18439310 to be the person whose name is signed on the preceding or attached documents, and who swore or affirmed to me that the contents of the documents are truthful and accurate to the best of his knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf ASSIGNOR and executed this document of his own free will.

Elizabeth Poplawski
Signature of Notary

My Commission Expires: 11-06-2010



ASSIGNEE: Iconixx Software Corporation

Signature: _____

Name: _____

Title: _____

On this ___ day of _____, 2010, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/ were _____ to be the person whose name is signed on the preceding or attached documents, and who swore or affirmed to me that the contents of the documents are truthful and accurate to the best of his knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf ASSIGNEE and executed this document of his own free will.

(Seal)

Signature of Notary

My Commission Expires: _____

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as a sealed instrument by its duly authorized officer as of the date first written above.

ASSIGNOR: nGenera Corporation

Signature: _____

Name: _____

Title: _____

NOTARIZATION

On this ____ day of _____ 2010, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/ were _____ to be the person whose name is signed on the preceding or attached documents, and who swore or affirmed to me that the contents of the documents are truthful and accurate to the best of his knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf ASSIGNOR and executed this document of his own free will.

(Seal)

Signature of Notary

My Commission Expires: _____

ASSIGNEE: Iconixx Software Corporation

By: _____

Derrick Deyafmi, President and CEO

NOTARIZATION

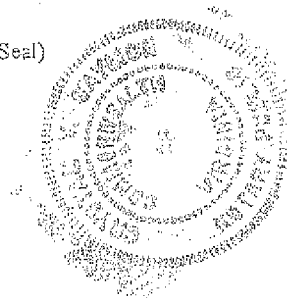
On this 19 day of March 2010, before me, the undersigned Notary Public, personally appeared Derrick Deyafmi, proved to me through satisfactory evidence of identification, which was/ were TK D.L. to be the person whose name is signed on the preceding or attached documents, and who swore or affirmed to me that the contents of the documents are truthful and accurate to the best of his knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf ASSIGNEE and executed this document of his own free will.

(Seal)

Crystal V. Gaymon
Signature of Notary Crystal V. Gaymon

My Commission Expires: 12-31-2012
Notary Registration No: 179202

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SCHEDULE A

Marks

NCENT
NCENTPAY
ICONIXX
FASTTRAXX

SCHEDULE B

www.iconix.com
www.iconix.net
www.ncent.com
totalcompensation.com