

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
Cohuman, Inc.		08/29/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Mindjet, LLC		
Street Address:	1160 Battery Street East, 4th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3979510	COHUMAN	
Registration Number:	3979511		
Serial Number:	85157561	EMERGENT PRIORITIZATION	
CORRESPONDENCE DATA			
Fax Number:	(415)229-4202		
Email:	legal@mindjet.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Mia Chiu		
Address Line 1:	1160 Battery Street East, 4th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:		Lisa Gee	
Signature:		/Lisa Gee/	
Date:		09/23/2011	

OP \$90.00 3979510

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**Agreement**") is made and entered into as of August 29, 2011 ("**Effective Date**") by and between Mindjet LLC, a California limited liability corporation ("**Company**"), and Cohuman, Inc. a corporation organized under the laws of Delaware ("**Assignor**") and amends and restates in its entirety the Intellectual Property Assignment Agreement dated as of August 29, 2011 between Assignor and Company (the "**Original Agreement**").

WHEREAS, Assignor and Company have entered into an Asset Purchase Agreement dated August 26, 2011;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor and Company entered into the Original Agreement for Assignor to assign and transfer to Company its proprietary and contractual rights, title, and interest in and to the IP Assets (as defined below) as consideration for Company's agreement to enter into the Asset Purchase Agreement;

WHEREAS, a service mark of Assignor was omitted from Schedule A to the Original Agreement, and the parties wish to amend and restate the Original Agreement as set forth in this Agreement to specifically list such service mark on Schedule A hereto;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Definitions.** As used herein, the following terms will have the meanings set forth below:

1.1. "**Derivative**" means: (i) any derivative work (as defined in Section 101 of the U.S. Copyright Act) of any IP Asset; (ii) all improvements, modifications, alterations, adaptations, enhancements and new versions of any IP Asset; and (iii) all technology, inventions, products or other items that, directly or indirectly, incorporate, or are derived from, any part of the IP Assets.

1.2. "**Embodiment**" means all documentation, drafts, papers, designs, schematics, diagrams, models, prototypes, source and object code (in any form or format and for all hardware platforms), computer-stored data, diskettes, manuscripts and other items describing all or any part of the IP Assets or in which all or any part of the IP Assets are set forth, embodied, recorded or stored.

1.3. "**Intellectual Property Right(s)**" means any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States and foreign patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries including without limitation invention disclosures; (ii) all trade secrets and other rights in know-how and confidential or proprietary information; (iii) all copyrights, copyrights registrations and applications therefor and all other rights corresponding thereto throughout the world; (iv) all industrial designs and any registrations and applications therefor throughout the world; (v) mask works, mask work registrations and applications therefor, and all other rights corresponding thereto throughout the world; (vi) all rights in World Wide Web addresses and domain names and applications and registrations therefor, all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world; and (vii) all trade secrets and any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

1.4. "**IP Assets**" means those assets listed on Schedule A, attached hereto, including all Derivatives and Embodiments thereof, and all Intellectual Property Rights in any of the foregoing.

2. **Assignment and Delivery.** Assignor hereby assigns, transfers, and conveys to Company, its successors and assigns, Assignor's entire right, title and interest in and to each and all of the IP Assets. Within ten (10) days of the Effective Date, Assignor shall deliver to Company all remaining IP Assets in his possession, not previously delivered to Company.

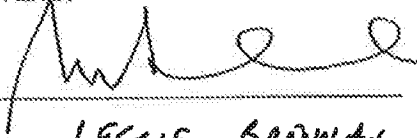
3. **Further Assurances; Appointment of Attorney-in-Fact.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Assignor further agrees, promptly upon request of Company, its successors and assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for copyright, patent or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to Company, its successors and assigns, all right, title and interest in and to each of the IP Assets, and to cooperate and assist in the prosecution of any opposition proceedings involving such rights and any adjudication of the same. Assignor hereby designates and appoints Company and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on behalf of Assignor and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts necessary to perfect Company's rights in the IP Assets with the same legal force and effect as if executed by Assignor.

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IN WITNESS WHEREOF, the parties represent that they have read this Agreement in its entirety, have had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understand this Agreement:

ASSIGNOR:

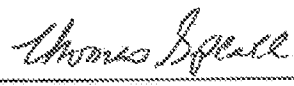
COHUMAN INC.

By:  _____

Name: LEGGIE BRENNAN

Title: PRESIDENT

MINDJET LLC

By:  _____

Name: Tom Spence

Title: Vice President of Finance

SCHEDULE A
(TO THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT)

IP ASSETS

1. Domain Names and Web Page Design and Content for:

www.cohuman.com

2. Trademarks and Pending USPTO Trademark Applications:

COHUMAN service word mark: Reg. No. 3,979,510 Registered June 15, 2011 International Class 42
Design of a Gear service mark: Reg. No. 3,979,511 Registered June 14, 2011 International Class 42
Emergent Prioritization service word mark: Application No. 85/157,561

3. Software:

The Cohuman Software-as-a-Service business application product and the underlying technology to the application including, but not limited to, its source code and associated data to support access by end users through a web browser over the internet.

The Cohuman iPhone application and the underlying technology to the application including, but not limited to, its source code and associated data to support access by end users through a mobile device.

4. Patents and Pending USPTO Patent Applications:

Task Hierarchy in an Event-Drive Communication System Patent Application 12/757,943
Filing Date: April 9, 2010