

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
SoftBase Systems, Inc.		09/30/2011	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Candescent SoftBase LLC		
Street Address:	2 Oliver Street		
Internal Address:	c/o Candescent Partners		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2426763	SOFTBASE	
CORRESPONDENCE DATA			
Fax Number:	(617)248-4000		
Phone:	617-248-5000		
Email:	tadmin@choate.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:	Elizabeth A. Walker		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2009121.0004		
NAME OF SUBMITTER:	Elizabeth A. Walker		
Signature:	/Elizabeth A. Walker/		

OP \$40.00 2426763

Date:

10/11/2011

Total Attachments: 6

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PATENT AND TRADEMARK ASSIGNMENT

WHEREAS, SoftBase Systems, Inc., a North Carolina corporation (“**Assignor**”), and Candescant SoftBase LLC, a Delaware limited liability company (“**Assignee**”), have entered into a certain Asset Purchase Agreement by and among Assignor, Sheila T. Blair, Gary Blair and Assignee, effective as of September 30, 2011; and

WHEREAS, the parties have agreed that Assignee shall own and hold all right, title, and interest in, to and under the patents, provisional applications and patent applications (including originals, divisions, continuations, continuations-in-part, extensions, reissues and reexams), set forth on Exhibit A attached hereto and made a part hereof (hereinafter “**the Patents**”); and

WHEREAS, the parties have agreed that Assignee shall own and hold all right, title, and interest in, to and under the registered trademark set forth on Exhibit B attached hereto and made a part hereof (hereinafter “**the Registered Trademark**”);

NOW, THEREFORE, in consideration of the foregoing, as well as for other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor, on behalf of itself and its Affiliates, hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, Assignor’s and its Affiliates’ entire right, title and interest in, to and under the Patents, including all such Letters Patent of the United States which have been or shall be granted on any of the Patents, and all corresponding foreign patents and applications, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor or its Affiliates if this assignment and sale had not been made; and, together with all claims for damages by reason of past infringement of the Patents, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives. For the purposes of this Agreement, “**Affiliate**” shall mean with respect to any entity, another entity controlling, controlled by or under common control with such designated entity. By way of illustration and without limiting the generality of the foregoing, the term “**Affiliate**” shall include Affiliates of Affiliates and shall mean with respect to any designated entity, any association, partnership, trust, corporation, limited liability company, enterprise or other entity in which such entity is a director, officer, limited partner or general partner or in which such designated entity own in the aggregate a beneficial interest in assets, profits or losses equal to at least fifty percent (50%). Assignor represents that it has the requisite power and authority to cause its Affiliates to make the assignments and transfers and provide the further assurances set forth in this Patent Assignment.

2. Assignor, on behalf of itself and its Affiliates, hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, Assignor’s and its Affiliates’ entire right, title and interest in, to and under the Registered Trademark, and all registrations and applications therefor, in the United States and in all foreign countries or jurisdictions, including any renewals and

extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries or jurisdictions, 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 the Assignor if this assignment and sale had not been made; and, together with all claims for damages by reason of past infringement of the Registered Trademark, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Assignor agrees, for itself and its Affiliates, and each of their successors and assigns, to: (i) execute upon request any other lawful documents reasonably necessary to secure the grant of any rights hereunder in the United States and in all other countries to Assignee, its successors and assigns; and (ii) to perform, at Assignee's expense, any lawful act, such as providing testimony at an interference or other proceeding related to the Patents or the Registered Trademark.

4. Assignor, for itself and its Affiliates, does hereby authorize and request the Commissioner of Patents of the United States and the equivalent officers of all foreign patent offices to issue any original or reissue Letters Patent which may be granted upon the Patents to Assignee, its successors and assigns. Assignor, for itself and its Affiliates, does hereby authorize and request the Commissioner of Trademarks to record Assignee as the assignee and owner of the Registered Trademark.

This Patent and Trademark Assignment constitutes the complete and final agreement between the parties regarding the transfer of the Patents and the Registered Trademark. Assignor makes no representation or warranty to Assignee herein. This Assignment shall be effective as of September 30, 2011.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as the date first above written.

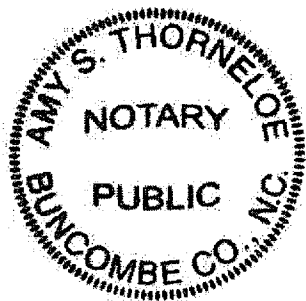
SOFTBASE SYSTEMS, INC.

By: Gary L. Blair
Name: Gary L. Blair
Title: CEO

STATE OF North Carolina)

COUNTY OF Buncombe)

On the 29 day of September in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary L. Blair, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same, and that by her/his signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.



Amy S. Thorneloe
Notary Public

Amy S. Thorneloe

My commission expires 1/24/2015

Signed and agreed to by Candescant SoftBase LLC on the date first above written.

CANDESCENT SOFTBASE LLC

By: 

Name: Stephen M. Jenks

Title:

Exhibit A

Patents

United States Patent No. 5,369,764, "Method for sharing access to database elements in a data processing system"

United States Patent No. 6,951,013, "Method for facilitating development and testing of relational database application software"

United States Patent No. 7,076,480, "Dynamic adjustment of commit frequency"

Exhibit B

Registered Trademark

SOFTBASE, registration number 2426763, serial number 75886279, registration date February 6, 2001.