

## TRADEMARK ASSIGNMENT

Electronic 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
RainMaker Software LLC		10/06/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Aderant RainMaker, LLC		
Street Address:	1650 Summit Lake Drive, Suite 200		
City:	Tallahassee		
State/Country:	FLORIDA		
Postal Code:	32317		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85125680	BILL SCRUBBER	
Serial Number:	85222338	DYNAMIC LINK	
Serial Number:	85129805	RAINMAKER	
Serial Number:	85142358	SPEED BILLING	
Serial Number:	85222316	XLERATOR	
Serial Number:	85354216	KPI XPRESS	
CORRESPONDENCE DATA			
Fax Number:	(302)778-2600		
Phone:	302-778-2500		
Email:	tmde@ratnerprestia.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:	John W. McGlynn		
Address Line 1:	1007 N. Orange Street, Suite 1100		
Address Line 2:	P.O. Box 1596		

OP \$165.00 85125680

Address Line 4: Wilmington, DELAWARE 19899

ATTORNEY DOCKET NUMBER:	ADERANT ASSIGNMENT
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NAME OF SUBMITTER:	John W. McGlynn
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Signature:	/jwm/
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Date:	02/09/2012
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Total Attachments: 5  
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Agreement") is entered into on this 6<sup>th</sup> day of October, 2011, and is made by RainMaker Software LLC, a Delaware limited liability company (the "Assignor"), in favor of Aderant RainMaker, LLC, a Delaware limited liability company (the "Assignee"), pursuant to that certain Asset Purchase Agreement by and among (i) the Assignor, (ii) the Assignee, (iii) Aderant Holdings, Inc., a Delaware corporation, and (iv) each of ASA International Ltd., a Nevada corporation, and ASA International LLC, a Delaware limited liability company, of even date herewith (the "Asset Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

**WHEREAS**, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell and the Assignee has agreed to purchase the Assets, including, but not limited to, the trademarks and trade names on Schedule A attached hereto ("Trademarks") and the domain names on the same Schedule A hereto (the "Domain Names", and collectively with Trademarks, the "Intellectual Property Assets");

**WHEREAS**, the Assignor and the Assignee desire that the assignment of said rights in Trademarks be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), all foreign trademark offices and any other appropriate governmental or administrative offices as the case may be;

**NOW, THEREFORE**, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assign all of the Assignor's right, title and interest in and to all of the Assignor's Trademarks, Domain Names, and other Seller Proprietary Rights, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignor hereby assigns to the Assignee all right, title and interest in and to the Domain Names.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws doctrines.

4. Delivery of Tangible Items. The Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, that are in the possession or control of the Assignor.

5. Maintenance. The Assignor agree that they have and shall instruct their attorneys and agents who maintain and prosecute the Intellectual Property Assets to take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above:

ASSIGNOR:

RAINMAKER SOFTWARE, LLC

By: *Terrence C. McCarty*  
Name: *Terrence C. McCarty*  
Title: *Vice President and Treasurer*

ASSIGNEE:

ADERANT RAINMAKER, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above:


ASSIGNOR:

RAINMAKER SOFTWARE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

ADERANT RAINMAKER, LLC

By:   
Name: Chris Gylke  
Title: CEO

[Signature Page to Intellectual Property Assignment]

## **SCHEDULE A**

### **Trademarks**

Bill Scrubber (USPTO Application No. 85125680)

Dynamic Link (USPTO Application No. 85222338)

RainMaker (USPTO Application No. 85129805)

Speed Billing (USPTO Application No. 85142358)

XLerator (USPTO Application No. 85222316)

KPI Xpress (USPTO Application No. 85354216)

### **Trade Names**

Platinum

Pyramid

SUMMIT

### **Domain Names**

Rainmakerlegal.com

Rainmakerlegal.net

Etechnews.com

Rainmakerlegalblog.com

Jimhammondblog.com

Greenlegalbill.com