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
LogikNet, Inc.		01/27/2012	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Flexora Software LLC
Street Address:	1000 E Woodfield Road
Internal Address:	Suite 400
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3508379	DUDEWORKS

CORRESPONDENCE DATA

Fax Number: (312)236-7516 Phone: 312-368-4000

Email: mary.wysocki@dlapiper.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Jennifer E. Lacroix Address Line 1: P. O. Box 64807

Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	379784-000001
NAME OF SUBMITTER:	Jennifer E. Lacroix
Signature:	/Jennifer E. Lacroix/

Date:	03/08/2012
Total Attachments: 4 source=Dudeworks Assign.2#page1.tif source=Dudeworks Assign.2#page2.tif source=Dudeworks Assign.2#page3.tif source=Dudeworks Assign.2#page4.tif	

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "<u>Agreement</u>") is made as of this 27 day of January, 2012 (the "<u>Execution Date</u>"), by and between **Flexera Software LLC**, a Delaware limited liability company (the "Buyer" or "Assignee"), and **Logiknet, Inc.**, an Illinois corporation (the "Seller" or "Assignor").

BACKGROUND

- A. Pursuant to that certain Asset Purchase Agreement made and entered into as of January 27, 2012 (the "<u>Purchase Agreement</u>"), Buyer is acquiring the business, assets and properties of the Seller as a going concern (the "<u>Transaction</u>").
- B. As a condition to the closing of the Transaction, Seller must assign all right, title and interest in and to all intellectual property of the Seller, including but not limited to the intangible property as described in Exhibit A attached hereto (collectively, the "Property").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Assignment. Assignor hereby irrevocably assigns, conveys and transfers to Assignee all of its respective past, present and future right, title and interest in and to the Property, including without limitation any and all Proprietary Rights (defined below), and from and after the Execution Date, Assignor shall not have, nor shall Assignor claim, any right, title or interest in and to the Property or any of the Proprietary Rights. Assignor hereby agrees to execute any documents requested by Flexera in order to effect the foregoing assignment. For purposes of this Agreement, "Proprietary Rights" is defined as patents and patent rights, patent applications, copyrights, trademarks, service marks, trade names, trade secret rights, domain names and other intellectual property rights embodied therein, wherever and however arising, in connection therewith or otherwise pertaining thereto, all goodwill related thereto as well as the rights to claim any past, present or future infringement or misappropriation of any intellectual property rights. Assignor agrees that it or he, as applicable, is solely responsible for any taxes arising out of or related to the assignment of Property or the receipt or later disposition of any of the consideration received pursuant to Purchase Agreement.
- 2. Further Assistance. Assignor agrees to perform all acts deemed reasonably necessary or desirable by Assignee to permit and assist Assignee, at Assignee's expense, to obtain and enforce the full benefits throughout the world of the Assignor's assignment of all right, title and interest in the Property and related Proprietary Rights to Assignee, including but not limited to execution of documents and assistance or cooperation in the registration and enforcement of any such Proprietary Rights throughout the world. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document Assignee is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as their agents and attorneys-in-fact to act for and in its behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

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- 3. Assignor's Warranty. Assignor represents and warrants to Assignee that: (a) no other individual or entity has any right, title or interest in the Property or any Proprietary Rights associated with the Property immediately prior to the assignment made hereby; (b) he has not assigned, transferred, licensed, pledged or otherwise encumbered the Property; (c) he has full legal right, power and authority to enter into this Agreement and to make the assignment and that the execution, delivery and performance of the Agreement will not constitute a breach of, or conflict with, any other agreement by which Assignor is bound; (d) he is not aware of any actual or potential violation, infringement or misappropriation of any third party's rights, including without limitation any claim or potential claim thereof, with respect to the Property; and (e) he is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Property.
- 4. General. Each party acknowledges that it has read, understands and agrees to be bound by this Agreement, and that this Agreement is the complete and exclusive statement of the agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings or communications between the parties relating to such subject matter, written or oral. This Agreement may be amended or modified only by a mutually agreed instrument in writing signed by the duly authorized representatives of both parties. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to the conflicts of laws provisions thereof. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. If a court of law holds any term or provision of this Agreement to be illegal, invalid or unenforceable for any reason, that term or provision shall be adjusted rather than voided, if possible, to achieve the economic effect of the illegal, invalid or unenforceable term or provision. In any event, the legality, validity and enforceability of the remaining terms and provisions of this Agreement shall not be affected thereby.

IN TESTIMONY WHEREOF, Assignor has executed this assignment by its officers and representatives thereunto duly authorized.

Logiknet, Inc.

By: ____

Title:

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IN WITNESS WHEREOF, Assignee has executed this assignment by its officers and representatives thereunto duly authorized.

Flexera Software LLC		
Ву:	Josephus Freda	
Name:	TOSEPHWREDA	
Title: _	CFO	
Date: _		

Exhibit A

Property

Domain Names:

- 1. sccmexpert.com
- 2. smsexpert.com
- dudeworks.biz
 dudeworks.com
- 5. dudeworks.net
- 6. dudeworks.info
- 7. dudeworks.org
- 8. dudeworks.us

Trademarks:

- 1. SCCM EXPERT (& Design)
- 2. DUDEWORKS (& design) US Trademark Reg. No. 3508379, registered on September 30, 2008.

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RECORDED: 03/08/2012