

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
SoftWise Corporation		01/11/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Litera Corporation		
Street Address:	5000 Crossmill Road		
City:	McLeansville		
State/Country:	NORTH CAROLINA		
Postal Code:	27301		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2330373	MACROSUITE	
Registration Number:	2828314	OUT OF SIGHT	
Registration Number:	2740318	SEQUENTIA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 763-4100		
Email:	dmerlen@rpl-law.com, jgrein@rpl-law.com		
Correspondent Name:	Deena R. Merlen, Esq., RPL		
Address Line 1:	41 Madison Avenue		
Address Line 2:	41st Floor		
Address Line 4:	New York, NEW YORK 10010		
ATTORNEY DOCKET NUMBER:	7570.01		
NAME OF SUBMITTER:	Deena R. Merlen, Esq.		

OP \$90.00 2330373

Signature:	/Deena R. Merlen, Esq./
Date:	05/02/2012
Total Attachments: 3 source=00610360#page1.tif source=00610360#page2.tif source=00610360#page3.tif	

ASSIGNMENT OF U.S. TRADEMARKS AND SERVICE MARKS

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (the "Assignment") made and effective as of January 11, 2010 by SoftWise Corporation, a corporation organized under the laws of the state of Delaware, having a principal place of business at 41 Hamilton Avenue, Staten Island, NY 10301 ("Assignor") to Litera Corp., a corporation organized under the laws of the state of New Jersey, having a principal place of business at 5000 Crossmill Road, McLeansville, NC 27301 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a contribution agreement dated as of January 11, 2010 (the "Agreement"), providing for the execution and delivery of this assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office, and other marks, including but not limited to those set forth on Schedule I (collectively the "Assigned Marks");

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Marks; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, the registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby; free and clear of liens or encumbrances of any kind; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the Closing Date, Assignor hereby agrees that Assignor shall and shall cause its affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment and the Agreement, and render effective the consummation of the transactions contemplated hereby and thereby, or otherwise to carry out the intent and purposes of this Assignment and the Agreement.

All representations and warranties from Assignor to Assignee in the Agreement with respect to the Assigned Marks and the other rights assigned above are incorporated herein by reference.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark and service mark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of law rules thereof.

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

ASSIGNOR

By: William Robertson
Name: William Robertson

**SCHEDULE 1
TO
ASSIGNMENT OF U.S. TRADEMARKS AND SERVICE MARKS**

I. Marks

A. Registered Marks: Federal

Mark	Registration Number or Serial Number	Date Registered
MACROSUITE	2330373	2000-03-14
OUT OF SIGHT	2828314	2004-03-30
SEQUENTIA	2740318	2003-07-22

B. Registered Mark: State

Mark	Registration Number	Date Registered	State
INNOVA	R30140	2003-05-08	New York

C. Common Law Marks

Mark	Notes
ROI. Right Focus. Right Now!	Recent Innova ads
Take the process out of Word Processing.	Early MacroSuite ads
More words. Less process.	Early MacroSuite ads
Full-Service Service	Client service campaign slogan