

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
Total Computer Software, LLC		06/13/2012	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Tiburon, Inc.		
Street Address:	6200 Stoneridge Mall Road		
Internal Address:	Suite 400		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3065669	TOTAL ENFORCEMENT	
Registration Number:	3135912	TOTAL ENFORCEMENT	
CORRESPONDENCE DATA			
Fax Number:	6508023100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-802-3000		
Email:	kwang-chien.ger@weil.com, brian.lee@weil.com		
Correspondent Name:	Kwang-chien Ger		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	201 Redwood Shores Parkway		
Address Line 4:	Redwood Shores, CALIFORNIA 94065		
ATTORNEY DOCKET NUMBER:	50069.0065 - KWANG-CHIEN		
NAME OF SUBMITTER:	Kwang-chien Ger		

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TRADEMARK

Signature:	/Kwang-chien Ger/
Date:	06/14/2012
Total Attachments: 6 source=Executed Tiburon IP Trademarks#page1.tif source=Executed Tiburon IP Trademarks#page2.tif source=Executed Tiburon IP Trademarks#page3.tif source=Executed Tiburon IP Trademarks#page4.tif source=Executed Tiburon IP Trademarks#page5.tif source=Executed Tiburon IP Trademarks#page6.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 13 day of June 2012 by and between Total Computer Software, LLC, a New York limited liability company ("Assignor") and Tiburon, Inc., a Virginia corporation ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Agreement of Purchase and Sale of Assets, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Purchased Assets (including, without limitation, the Assigned Trademarks (as defined below)), and Assignee has agreed to purchase and acquire all of Assignor's right, title and interest in and to the Purchased Assets from Assignor, upon the terms and subject to the conditions of the Purchase Agreement; and

WHEREAS, Assignor and Assignee desire to carry out the intent and purpose of the Purchase Agreement by execution and delivery of this Assignment, subject to the provisions of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration including, without limitation, the foregoing recitals and the respective covenants, agreements, representations and warranties contained herein and in the Purchase Agreement, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assigned Trademarks. "Assigned Trademarks" means the trademarks, service marks, trade names, corporate names and fictitious names set forth on Schedule 1 attached hereto, including, without limitation, the registrations and applications therefor set forth on Schedule 1 attached hereto.

2. Assignment. Subject to the terms and conditions of this Assignment and the Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title, and interest throughout the world in and to the Assigned Trademarks, together with the goodwill associated with any of the Assigned Trademarks and all of Assignor's rights, claims and privileges pertaining to any of the Assigned Trademarks, including, without limitation, the right to prosecute and maintain trademark and service mark registrations and applications for any of the Assigned Trademarks and the right to sue and recover damages for past, present and future infringement, dilution or violation of any of the Assigned Trademarks.

3. Further Assurances. Assignor shall take all actions reasonably requested by Assignee (at Assignee's expense), and shall execute any documents as may be reasonably requested by Assignee, from time to time, to fully vest or perfect in Assignee all of Assignor's right, title and interest in and to all of the Assigned Trademarks. Such actions shall include, without limitation, providing documents and information useful or necessary for Assignee or any

of its Affiliates, designees or agents to prosecute or maintain any registration or application for any of the Assigned Trademarks or pursue or defend any administrative, court or other legal proceeding involving any of the Assigned Trademarks.

4. Entire Agreement. This Assignment, together with the Purchase Agreement and the Schedules and Exhibits hereto and thereto, constitute the full and entire agreement and understanding between the parties with regard to the subject matter of this Assignment. All prior and contemporaneous agreements, covenants, representations and warranties, express or implied, oral and written, of the parties with regard to the subject matter of this Assignment are superseded by this Assignment.

5. Governing Law. The validity, construction, and performance of this Assignment, and any Action arising out of or relating to this Assignment shall be governed by the Laws of the State of Delaware without regard to the Laws of such state as to choice or conflict of Laws. The parties agree that any state or federal court seated in the State of Delaware shall be the proper and exclusive venue for any legal proceedings relating to an actual or alleged breach of this Assignment and each party hereby submits to the personal jurisdiction of any such court. Each party hereby consents to service of process by mail at the address to which notices are to be given.

6. Interpretation. The language in all parts of this Assignment shall be in all cases construed simply according to its fair meaning and not strictly for or against any party. The captions of the Sections and subsections of this Assignment are for convenience only and shall not affect the construction or interpretation of any of the provisions of this Assignment.

7. Waiver and Amendment. This Assignment may be amended, supplemented, modified and/or rescinded only through an express written instrument signed by all parties or their respective successors and permitted assigns. Any party may specifically and expressly waive in writing any portion of this Assignment or any breach hereof, but only to the extent such provision is for the benefit of the waiving party, and no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. The consent by one party to any act for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

8. Successors and Assigns. Each of the terms, provisions, and obligations of this Assignment shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

9. Notices. All notices and other communications given or made pursuant hereto shall be given or made in the manner specified in the Purchase Agreement.

10. Severability. Each provision of this Assignment is intended to be severable. Should any provision of this Assignment or the application thereof be judicially declared to be or become illegal, invalid, unenforceable or void, the remainder of this

Assignment will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties.

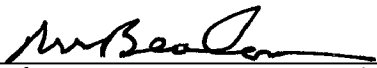
11. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties has executed this Assignment as of the date first set forth above.

“ASSIGNEE”:

Tiburon, Inc., a Virginia corporation

By: 
Name: M. W. BEALMEAP
Title: CEO

“ASSIGNOR”:

Total Computer Software, LLC,
a New York limited liability company

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties has executed this Assignment as of the date first set forth above.

"ASSIGNEE":

Tiburon, Inc., a Virginia corporation

By: _____
Name: _____
Title: _____

"ASSIGNOR":

Total Computer Software, LLC,
a New York limited liability company

By: Vincent A. Tedesco
Name: Vincent A. Tedesco
Title: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 004801 FRAME: 0977

Schedule 1

Assigned Trademarks

United States Trademark Number 3065669 directed to the "TOTAL ENFORCEMENT" Mark

United States Trademark Number 3135912 directed to the "TOTAL ENFORCEMENT" (with logo) Mark