

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
Inware Corporation		12/13/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Allen Systems Group, Inc.		
Street Address:	1333 Third Avenue South		
City:	Naples		
State/Country:	FLORIDA		
Postal Code:	34102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1979683	DOC-AID	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	001560/0003		
NAME OF SUBMITTER:	Mindy M. Lok		
Signature:	/mml/		

CH \$40.00 1979683

Date:

12/18/2012

Total Attachments: 2

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") dated as of December 13, 2012 (the "Effective Date"), is by and between INWARE CORPORATION (the "Assignor") and ALLEN SYSTEMS GROUP, INC. (the "Assignee").

WHEREAS, Assignor owns intellectual property rights to the product known as "DocAid," including without limitation the U.S. registration for the trademark "DOC-AID" (Registration No. 1,979,683), and the collectors and analyzers for the product "ASG-becubic legacy™ fM" (collectively, the "Transferred IP");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest to the Transferred IP; and

NOW, THEREFORE, for one dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's worldwide right, title and interest in and to the Transferred IP, all registrations and applications for registration thereof and rights of renewal and extension thereof, all common-law rights related thereto, all causes of action and rights of recovery for infringements, dilutions or violations of the foregoing prior to the Effective Date, and as applicable, all reissues, re-examinations, continuations, continuations-in-part, divisions, renewals and extensions pertaining thereto and the goodwill of the business connected with the use thereof and symbolized thereby.

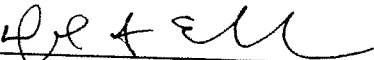
2. Assignor represents and warrants that, as of the Effective Date, Assignor owns all right, title and interest in and to the Transferred IP free and clear of all liens and encumbrances of any kind or nature.

3. The right, title and interest in and to the Transferred IP are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as they would have been held and enjoyed by Assignor had this assignment not been made.

4. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the Effective Date.

ALLEN SYSTEMS GROUP, INC.

By: 

Name: Derek S. Eckelman

Title: Executive Vice President and General Counsel

INWARE CORPORATION

By: 

Name: Arthur L. Allen

Title: President and Chief Executive Officer