

## 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
Confident Software, Inc.		12/13/2012	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	SEASOFT 1, LLC		
Street Address:	1230 Hempstead Turnpike		
City:	Franklin Square		
State/Country:	NEW YORK		
Postal Code:	11010		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1683627	\$AVRS	
Registration Number:	1786507	SYSOUT ACCUMULATION VIEWING AND RETRIEVAL SYSTEM	
Registration Number:	1738049	TRMS	
CORRESPONDENCE DATA			
Fax Number:	5168296509		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5164668005		
Email:	hschechter@tgcllaw.com		
Correspondent Name:	Hillel Schechter		
Address Line 1:	40 Cuttermill Road		
Address Line 2:	Suite 200		
Address Line 4:	Great Neck, NEW YORK 11021		
ATTORNEY DOCKET NUMBER:	177		

900244281

TRADEMARK  
REEL: 004943 FRAME: 0312

OP \$90.00 1683627

NAME OF SUBMITTER:	Hillel Schechter
Signature:	/Hillel Schechter/
Date:	01/15/2013
<b>Total Attachments: 4</b> source=04 Assignment of IP CSI 01-01#page1.tif source=04 Assignment of IP CSI 01-01#page2.tif source=04 Assignment of IP CSI 01-01#page3.tif source=04 Assignment of IP CSI 01-01#page5.tif	

**ASSIGNMENT OF PATENTS, TRADEMARKS, DOMAIN NAMES,  
COPY RIGHTS and OTHER INTELLECTUAL PROPERTY**

This Assignment of Patents, Trademarks, Domain Names, Copyrights and other Intellectual Property (this "Assignment") dated as of December 13, 2012 (the Effective Date) pursuant to the terms of that certain Selected Asset Purchase Agreement dated as of even date herewith (the "APA") by and between SEASOFT 1, LLC, a Georgia limited liability company ("Purchaser") and CONFIDENT SOFTWARE, INC., a Georgia corporation ("Seller"), is being executed and delivered by Seller to Purchaser.

**WHEREAS**, Seller is the sole owner of all rights, title and interest in and to those certain patents set forth on Schedule A hereto (the "Patents"), the trademarks set forth on Schedule B hereto (the "Trademarks"), the domain names set forth on Schedule C hereto (the "Domain Names"), the copyrights set forth on Schedule D hereto (the "Copyrights") and the other Intellectual Property (as defined in the APA) together with the goodwill associated therewith and symbolized thereby and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefore; and

**WHEREAS**, Seller and Purchaser have entered into the APA, pursuant to which Purchaser agreed to purchase certain selected assets from Seller, including without limitation all of Seller's rights, title and interest in and to the Patents, Trademarks, Domain Names, Copyrights and other Intellectual Property, and, pursuant to the APA, Seller has agreed to execute such instruments as Purchaser may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Purchaser and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Purchaser of, all of such assets; and

**WHEREAS**, in accordance with the APA, Seller desires to transfer and assign to Purchaser, and Purchaser desires to accept the transfer and assignment of, all of Seller's worldwide rights, title and interest in, to and under the Patents, Trademarks, Domain Names, Copyrights and other Intellectual Property.

**NOW, THEREFORE**, in consideration of the mutual promises and upon the terms and subject to the conditions set forth in the APA and this Assignment, the parties agree as follows:

1. **Conveyance.** Seller does hereby sell, convey, assign, transfer, grant and deliver unto Purchaser, all its rights, title and interest in, to and under the Patents, Trademarks, Domain Names, Copyrights and other Intellectual Property, together with the goodwill, if any, associated therewith and which is symbolized thereby, and Purchaser hereby accepts such sale, conveyance, assignment, transfer, grant and delivery. Seller further

sells, conveys, assigns, transfers, grants and delivers to Purchaser all rights of Seller to bring an action, whether at law or in equity, against any third party for infringement, dilution, tarnishment, or other misappropriation or unauthorized use of the Patents, Trademarks, Domain Names, Copyrights or other Intellectual Property, including the right to bring an action for past, present and future infringement, dilution, tarnishment, or other misappropriation or unauthorized use, and all rights to recover damages, profits and injunctive relief for infringement, dilution, tarnishment, or other misappropriation or unauthorized use, and Purchaser hereby accepts such sale, conveyance, assignment, transfer, grant and delivery.

2. Capitalized Terms. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the APA.

3. Further Actions. Seller agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request of Purchaser which Purchaser may require in order to transfer all of Seller's rights, title and interest in and to the Patents, Trademarks, Domain Names, Copyrights and other Product Intellectual Property and all rights appurtenant thereto to Purchaser, its successors or assigns.

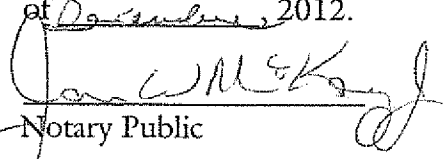
4. Authority to File. Seller hereby authorizes Purchaser to file this Assignment and any other documents relating thereto with the U.S. Patent and Trademark Office and any appropriate foreign jurisdictions for purposes of having the Assignment recorded therein and to place sole and exclusive right, title, and interest in and to the Patents, Trademarks, Domain Names and Copyrights in the name of Purchaser.

5. Terms of the APA. This Assignment is subject to the terms and conditions of the APA, which are incorporated herein by reference. The parties acknowledge and agree that the representations, warranties, covenants, and agreements contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall prevail.

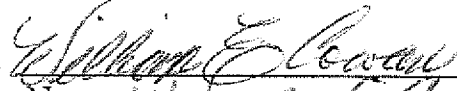
6. Counterparts. This Assignment may be executed and delivered in counterparts, with each party executing a separate counterpart, including by facsimile transmission or portable document format (".pdf"), that shall be deemed originals with the originals to be provided within a reasonable time, all of which shall together constitute one and the same instrument.

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

Sworn to and subscribed  
before me this 13 day  
of December, 2012.

  
Notary Public

CONFIDENT SOFTWARE, INC.

By:   
Name: WILLIAM E. COWAN  
Title: PRESIDENT

SEASOFT 1, LLC

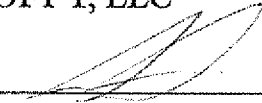
By:   
Name: Salvatore Simeone  
Title: Manager

EXHIBIT B  
TRADEMARKS

\$AVRS	Registration No. 1683627
Sysout Accumulation Viewing and Retrieval System	Registration No. 1786507
TRMS	Registration No. 1738049