

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
ST ACQUISITION, LLC		01/29/2013	LIMITED LIABILITY COMPANY: KENTUCKY
RECEIVING PARTY DATA			
Name:	Compushare Inc.		
Street Address:	3 Hutton Centre Drive		
Internal Address:	Suite 700		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92707		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3490991	RISK DIRECTOR	
Registration Number:	3650595	STYZER	
CORRESPONDENCE DATA			
Fax Number:	415591400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 2:	Suite 3900		
Address Line 4:	San Francisco, CALIFORNIA 94111-5894		
ATTORNEY DOCKET NUMBER:	013131.00004		
NAME OF SUBMITTER:	Becky L. Troutman		

CH \$65.00 3490991

Signature:	/Becky L. Troutman/
Date:	01/31/2013
Total Attachments: 3 source=ST ACQUISITION-COMPUSHARE-Assignment#page1.tif source=ST ACQUISITION-COMPUSHARE-Assignment#page2.tif source=ST ACQUISITION-COMPUSHARE-Assignment#page3.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is made and entered into effective as of January 29, 2013 (the "Effective Date"), by and between ST ACQUISITION, LLC, a Kentucky limited liability company ("Assignor") and Compushare Inc., a California corporation ("Assignee"), with reference to the following.

A. Assignor is an affiliate of Assignee and owns certain intellectual property rights used in connection with the business of software and services used in connection with the business of security and information technology risk management (the "Business").

B. Assignee wishes to own, and Assignor is willing to assign to Assignee, all intellectual property owned by Assignor that is used or useful in connection with the Business.

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

1. Assignment.

(a) Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to all work product, designs, drawings, inventions, improvements, trade secrets, know-how, processes, names, trademarks, service marks, domain names, works of authorship, software, algorithms, systems, system architecture, data, and technology relating to, or used by Assignor in connection with, the Business and the products and services of the Business, including without limitation all technology and other items more specifically described in Exhibit A attached hereto, and all intellectual property and proprietary rights in all of the foregoing, (collectively, "Technology"), including without limitation all patent, trade secret, copyright rights (including moral rights), trademark and service mark rights, all goodwill associated therewith and all other intellectual property and proprietary rights in and to the Technology (collectively, "Intellectual Property Rights"). This exclusive grant of rights shall include, but is not limited to, the rights to reproduce, distribute, publicly display, publicly perform, adapt, prepare derivative works, make, have made, use, sell, or otherwise make use of the Technology (including all modifications, derivative works, improvements, editions, revisions, supplements to, and versions of the Technology, regardless of nature or state of development) and all Intellectual Property Rights therein throughout the world in any form or medium, and to license or otherwise transfer to others the rights commensurate herewith in connection with the Technology and Intellectual Property Rights.

(b) Assignor further hereby sells, assigns and transfers to Assignee, its successors and assigns, the right to file patent, copyright and trademark applications in the United States and throughout the world for the Technology and the Intellectual Property Rights in the name of Assignee, its successors and assigns. Assignor hereby agrees that Assignee, its successors and assigns may act as attorney-in-fact to execute any documents that Assignee, its successors and assigns, deem reasonably necessary to record this grant with the United States Patent &

Trademark Office, United States Copyright Office or elsewhere. If requested, Assignor agrees to execute any and all documents reasonably requested by Assignee, its successors and assigns, and to do all other lawful acts reasonably necessary to carry out the intent of this Assignment, as well as provide such other material, information or assistance as is reasonably necessary to carry out the intent of this Assignment, all at Assignee's expense. The cost of recording and registering ownership rights in the Technology and Intellectual Property Rights shall be borne solely by Assignee, its successors and assigns.

(c) Assignor further hereby sells, assigns and transfers to Assignee, its successors and assigns, of all proceeds to suits for infringement and other violations, the right to sue for past, present and future infringements and other violations, and all rights corresponding thereto throughout the world for the Intellectual Property Rights assigned herein.

2. Further Assurances. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Agreement. The cost of recording and registering ownership rights in the Technology and Intellectual Property shall be borne solely by Assignee, its successors and assigns.

3. Miscellaneous. This Agreement and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Agreement shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Agreement shall be that of the State of California, without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ST ACQUISITION, LLC

COMPUSHARE INC.

By: COMPUSHARE INC., its Sole

Member,

By: 

By: 

Name: Romir Bosu

Name: Romir Bosu

Title: President

Title: President

Date: January 29, 2013

Date: January 29, 2013

EXHIBIT A
TECHNOLOGY; INTELLECTUAL PROPERTY RIGHTS

Patents:

U.S. Patent Application No. 11/825,908, filed 7/10/2007, for “System and apparatus for managing risk”.

U.S. Provisional Patent Application No. 60/831,299, filed on 7/17/2006.

Trademarks:

U.S. Trademark Registration No. 3490991 for RISK DIRECTOR for “Computer software for identifying, managing, and monitoring information security and information technology risks; consisting of information security risk assessments, risk mitigation development, business continuity planning, vendor management, and audit planning and reporting” in Class 9, filed 9/22/2006 and registered 8/26/2008.

U.S. Trademark Registration No. 3650595 for STYZER for “Business risk management consulting; and online store services, featuring software in the field of business risk management” in Class 35, filed 12/17/2008 and registered 7/7/2009.