

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
Atego Systems, Inc.	FORMERLY Axolan Group Limited	10/02/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Atego Systems Limited		
Street Address:	Suite 701 Eagle Tower, Montpelier Drive, Cheltenham		
City:	Cloucestershire		
State/Country:	UNITED KINGDOM		
Postal Code:	GL50 1TA		
Entity Type:	private limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1868129	TESTMATE	
CORRESPONDENCE DATA			
Fax Number:	2127986915		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2123260831		
Email:	jalbrink@pryorcashman.com		
Correspondent Name:	Teresa Lee		
Address Line 1:	7 Times Square c/o Pryor Cashman LLP		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	17405.00002		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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02/22/2013
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Atego Systems, Inc.	FORMERLY Axolan Group Limited	10/02/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Atego Systems Limited
Street Address:	Suite 701 Eagle Tower, Montpellier Drive, Cheltenham
City:	Gloucestershire Gloucestershire
State/Country:	UNITED KINGDOM
Postal Code:	GL50 1TA
Entity Type:	private limited company: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1868129	TESTMATE

CORRESPONDENCE DATA

Fax Number: 2127986915
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2123260831
 Email: jalbrink@pryorcashman.com
 Correspondent Name: Teresa Lee
 Address Line 1: 7 Times Square c/o Pryor Cashman LLP
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 17405.00002

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

CH \$40.00 1868129

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Muzamil Huq

Signature:

/mhuq/

Date:

02/22/2013

Total Attachments: 12

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Deed of Assignment and Licence Back

- (1) Atego Systems, Inc
- (2) Atego Systems Limited

Dated 2 OCTOBER 2012

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THIS DEED is dated 2 October 2012

PARTIES

- (1) Atego Systems, Inc incorporated and registered in the state of Delaware, United States of America with company number 2764456 whose principle place of business is at 877 South Alvernon Way, Suite 201, Tucson, AZ 85711, USA (**Assignor**).
- (2) Atego Systems Limited incorporated and registered in England and Wales with company number 03313467 whose registered office is at Suite 701 Eagle Tower, Montpellier Drive, Cheltenham, Gloucestershire, GL50 1TA (**Assignee**).

BACKGROUND

- (A) The Assignor owns the intellectual property rights in the Assigned Rights (as defined below).
- (B) The Assignor has agreed to assign to the Assignee the Assigned Rights (as defined below) on the terms set out in this deed.
- (C) Immediately on receipt of the assignment contemplated by this deed, the Assignee has agreed to licence the Assignor to use the Assigned Rights on the terms set out in this deed.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this deed.

Asset Purchase Agreement: the asset purchase agreement dated 6 July 2012 relating to the sale and purchase of the Target Assets made between the Assignee, the Assignor and International Business Machines Corporation.

Assigned Rights: the Patents, Trade Marks, all of the unregistered Intellectual Property Rights set out in Schedule 4 and all other Intellectual Property Rights, including those acquired by the Assignor under the Asset Purchase Agreement, owned by the Assignor at the date of this deed, including the rights referred to in clause 2.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Event of Default: has the meaning set out in the dollar loan agreement dated 6th July 2012 between the Assignee and ESO INVESTCO I S.A.R.L..

Domain Names: the domain names for which the Assignor is the registrant, details of which are set out in Schedule 2.

Improvements: all additions, updates, upgrades, improvements and new versions of the Assigned Rights.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks and services marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Patents: the patents short particulars of which are set out in Schedule 1.

Target Assets: means IBM Rational ADA Developer, Enterprise (excluding Rose) and Standard Editions, version 4 x and other related assets which are more particularly described in the Asset Purchase Agreement.

Trade Marks: the registered trade marks and the unregistered trade marks short particulars of which are set out in Schedule 3.

VAT: value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

- 1.2 Clause and schedule headings shall not affect the interpretation of this deed.
- 1.3 The schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this deed.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this deed to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. ASSIGNMENT

- 2.1 In consideration of the sum of £1, the Assignor hereby assigns to the Assignee with full title guarantee absolutely all its right, title and interest in and to:
 - (a) the Assigned Rights;
 - (b) the Domain Names and all rights attaching thereto;
 - (c) all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
 - (d) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this deed.

2.2 The Assignor undertakes to complete all formalities necessary to transfer all rights attaching to the Domain Names, Patents and Trademarks within 60 Business Days from the date of this deed, including the completion and signing of documents that are required to transfer full and unconditional ownership and control of the Domain Name, Patents and Trademarks to the Assignee, and the change of registrant name, change of administrative contact and where required, change of registrar.

2.3 The Assignee shall be responsible for payment of VAT on the assignment in this clause 2, subject to production of a valid VAT invoice by the Assignor.

3. LICENCE

3.1 Subject to clause 3.4, the Assignee hereby grants to the Assignor a non-exclusive, perpetual, irrevocable, worldwide, royalty free licence to use the Assigned Rights and Domain Names in its normal course of business.

3.2 The Assignor further hereby assigns to the Assignee by way of future assignments all future Improvements it owns and, to the extent that any future Improvements are owned by a third party, it shall procure the assignment to the Assignee of such future Improvements, and the Assignee grants the Assignor a licence to use all such Improvements on the same terms as are set out in clause 3.1. The licences referred to in this clause 3 may only be sub-licensed, transferred, disposed of, charged or otherwise encumbered with the written consent of the Assignor, such consent not to be unreasonably withheld.

3.3 The licence referred to in clause 3.1 may be terminated by the Assignee giving notice to the Assignor if:

- (a) either the Assignor or Assignee stops payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts or enters into any arrangements with its creditors generally; or
- (b) an Event of Default has occurred and is continuing.

4. FURTHER ASSURANCE

Each party at its own cost shall, and shall use all reasonable endeavours to procure that any necessary third party shall execute such documents and perform such acts as may reasonably be required by the other party for the purpose of giving full effect to this deed.

5. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

6. ENTIRE AGREEMENT

This deed constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

7. VARIATION

No variation of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8. SEVERANCE

- 8.1 If any court or competent authority finds that any provision of this deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.
- 8.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable to the greatest extent possible and to achieve the parties' original commercial intention.

9. COUNTERPARTS

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this deed, but all the counterparts shall together constitute the same deed. No counterpart shall be effective until each party has executed at least one counterpart.

10. THIRD PARTY RIGHTS

No person other than a party to this deed shall have any rights to enforce any term of this deed.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 11.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This deed has been entered into on the date stated at the beginning of it.

Schedule 1 Patents

NONE.

Schedule 2 Domain Names

Domain name	Registrar	Expiry date
DO-178SITE.COM	REGISTER.COM, INC.	2013-05-23
DO-254.INFO	REGISTER.COM, INC.	01-Apr-2013
DO-254A.INFO	REGISTER.COM, INC.	01-Apr-2013
DO-254A.ORG	REGISTER.COM, INC.	01-Apr-2013
DO-254SITE.COM	REGISTER.COM, INC.	2013-05-23
DO178.INFO	REGISTER.COM, INC.	18-Apr-2013
DO178.NET	REGISTER.COM, INC.	2013-04-05
DO178BLOG.COM	REGISTER.COM, INC.	2013-08-06
DO178CSITE.COM	REGISTER.COM, INC.	2013-05-23
DO178SITE.COM	REGISTER.COM, INC.	2013-05-23
DO254A.COM	REGISTER.COM, INC.	2013-03-31
DO254A.INFO	REGISTER.COM, INC.	01-Apr-2013
DO254A.NET	REGISTER.COM, INC.	2013-03-31
DO254A.ORG	REGISTER.COM, INC.	01-Apr-2013
DO254BLOG.COM	REGISTER.COM, INC.	2013-08-06
DO254SITE.COM	REGISTER.COM, INC.	2013-05-23
HIGHRELY.COM	REGISTER.COM, INC.	2013-04-11
RELYCHECK.COM	REGISTER.COM, INC.	2013-02-03
RELYTRACE.COM	REGISTER.COM, INC.	2013-10-07

Schedule 3 Trade Marks

Part 1. Registered trade marks and applications

Country or territory	Mark	Application or registration number	Date of filing or registration	Class(es)	Specification of goods or services
USA	TESTMATE	1868129	07/01/1994	IC 009. US 038	Computer software for computer aided software engineering and manuals therefor.

Part 2. Unregistered trade marks

None

Schedule 4 Unregistered Intellectual Property Rights

Copyright in each of the following software packages:

- RelyCheck; and
- Rational Ada Developer Software

including the source code and all technical information and documentation associated with and required to modify and operate such software.

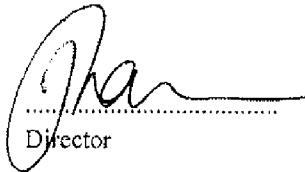
Signed as a deed by
Name:
for and on behalf of
Atego Systems, Inc

.....
Director

In the presence of:
Name:
Address:

.....
Witness

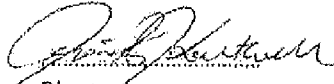
Signed as a deed by
Name: **KEVIN LAWRENCE**
for and on behalf of
Atego Systems Limited


.....
Director


In the presence of:
Name: **KAREN BARR**
Address: **701 EAGLE TOWER
MONTPELLIER DRIVE
CHELSEA
MA 02155**

*** Bill**
.....
Witness

Signed as a deed by
Name: *TOM LATHWELL*
for and on behalf of
Atego Systems, Inc


.....
Director

In the presence of:
Name: *LILIAN KAWAS*
Address: *13320 S. LYNN ST*
APT 1149
PHOENIX AZ 85044


.....
Witness

Signed as a deed by
Name:
for and on behalf of
Atego Systems Limited

.....
Director

In the presence of:
Name:
Address:

.....
Witness