

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------|------------------------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sage Software, Inc. | | 03/20/2013 | CORPORATION: VIRGINIA |
| RECEIVING PARTY DATA | | | |
| Name: | NPSA, Inc. | | |
| Street Address: | 10800 Pecan Park Blvd., Suite 400 | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78750 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1945748 | MIP | |
| Registration Number: | 2353333 | MILLENNIUM | |
| Registration Number: | 2580016 | HELPING THOSE WHO DO GOOD THINGS DO THEM EVEN BETTER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128622200 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 312-862-6371 | | |
| Email: | renee.prescan@kirkland.com | | |
| Correspondent Name: | Renee Prescan | | |
| Address Line 1: | 300 North LaSalle Street | | |
| Address Line 2: | Kirkland & Ellis LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60654 | | |
| ATTORNEY DOCKET NUMBER: | 40105-64 RMP | | |

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| NAME OF SUBMITTER: | Renee M. Prescan |
| Signature: | /Renee M. Prescan/ |
| Date: | 04/02/2013 |
| Total Attachments: 6 source=Sage Trademark Transfer Agreement#page1.tif source=Sage Trademark Transfer Agreement#page2.tif source=Sage Trademark Transfer Agreement#page3.tif source=Sage Trademark Transfer Agreement#page4.tif source=Sage Trademark Transfer Agreement#page5.tif source=Sage Trademark Transfer Agreement#page6.tif | |

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 20, 2013 ("Effective Date") by and between **Sage Software, Inc.**, a Virginia corporation, with a principal office at 6561 Irvine Center Drive, Irvine, CA 92618 ("Assignor"), and **NPSA, Inc.**, a Delaware corporation, with a principal office at 10800 Pecan Park Blvd., Suite 400, Austin, TX 78750 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain NPS Asset Purchase Agreement, dated February 15, 2013 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement and subject to the terms and conditions thereof, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor all of Assignor's right, title and interest in the all U.S. and foreign registered and unregistered trademarks, service marks, trade dress, logos, brand names, trade names, domain names and corporate names and all registrations and applications for registration set forth on Schedule A attached hereto, in each case, together with the goodwill symbolized by any of the foregoing (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee the entire right, title and interest of Assignor in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all goodwill associated with any of the foregoing, and together with all income, royalties, damages or payments accrued, due or payable as of the Effective Date or thereafter, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, without limitation, all causes of action (whether in law or equity) and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks of the United States (or any corresponding foreign entity or agency) to record Assignee as the assignee and owner of the Marks.

This Assignment is made, executed and delivered in accordance with and is subject to the representations, warranties, covenants and indemnities, including all limitations thereon, set forth in the Purchase Agreement, which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

Assignor shall provide to Assignee, Assignee's successors, assigns or other legal representatives, all cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments,

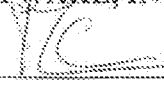
powers of attorney or other documentation), reasonably requested by Assignee and reasonably necessary to more fully and effectively effectuate the purposes of this Assignment, at Assignee's cost.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

SAGE SOFTWARE, INC.

NPSA, INC.

By: 

By: _____

Name: PASCAL HOULLON

Name: _____

Title: PRESIDENT

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed this
Assignment as of the Effective Date.

SAGE SOFTWARE, INC.

NPSA, INC.

By: _____

By: TC Barnd

Name: _____

Name: Thomas Barnds

Title: _____

Title: President

SIGNATURE PAGE TO THE TRADEMARK TRANSFER AGREEMENT

TRADEMARK

REEL: 004996 FRAME: 0824

SCHEDULE A

TRADEMARK REGISTRATIONS

| | Application No. | Registration No. | Registration Date | Mark | Jurisdiction |
|----|------------------------|-------------------------|--------------------------|------------------------------------------------------|---------------------|
| 1. | 74629200 | 1945748 | 01/02/1996 | MIP | United States |
| 2. | 75579788 | 2353333 | 05/30/2000 | MILLENNIUM | United States |
| 3. | 76099036 | 2580016 | 06/11/2002 | HELPING THOSE WHO DO GOOD THINGS DO THEM EVEN BETTER | United States |

INTERNET DOMAIN NAMES

1. ADVANTAGEACCOUNTING.COM
2. ADVANTAGEACCOUNTING.NET
3. ADVANTAGEACCOUNTING.ORG
4. ADVANTAGEGOV.COM
5. ADVANTAGEGOV.NET
6. ADVANTAGEGOV.ORG
7. DCLONLINE.ORG
8. GASBRESOURCE.COM
9. NFPACCOUNTING.NET
10. NFPACCOUNTING.ORG
11. NFPACCOUNTINGSOFTWARE.COM
12. NFPACCOUNTINGSOFTWARE.NET
13. NFPACCOUNTINGSOFTWARE.ORG
14. NONPROFITSOFTWARE.ORG
15. ADVANTAGEMIP.COM
16. ADVANTAGEMIP.NET
17. ADVANTAGEMIP.ORG
18. ADVANTAGENPS.COM
19. ADVANTAGENPS.NET
20. ADVANTAGENPS.ORG
21. ADVANTAGESERIES.NET
22. ADVANTAGESERIES.ORG
23. DONORSOFTWARE.COM
24. DONORSOFTWARE.NET
25. DONORSOFTWARE.ORG
26. FUNDRAISINGBOSS.COM
27. KTS.COM

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28. MIP.COM
29. MIP.INFO
30. MIPFUNDACCOUNTINGSUCKS.COM
31. MIPONLINE.NET
32. MIPPARTNER.COM
33. MIPPARTNER.NET
34. MIPPARTNER.ORG
35. MIPPAY.COM
36. NONPROFITACCOUNTING.NET
37. NONPROFITCENTRAL.COM
38. NONPROFITCENTRAL.NET
39. NONPROFITCENTRAL.ORG
40. NONPROFITEXCELLENCE.COM
41. NONPROFITFIXEDASSETS.COM
42. NONPROFITSERIES.COM
43. NONPROFITSERIES.NET
44. NONPROFITSERIES.ORG
45. NONPROFITSOFTWARE.NET
46. NPSACCOUNTING.COM

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