

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
Wallingford Software Limited		08/13/2009	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	MWH Soft, Inc.		
Street Address:	370 Interlocken Boulevard		
Internal Address:	Suite 300		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2822157	INFOWORKS	
CORRESPONDENCE DATA			
Fax Number:	3032919112		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-295-8180		
Email:	docket@hollandhart.com		
Correspondent Name:	Ester Martin Maillaro		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attention: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	52803.0108 (NO. 1 ASSIGN)		
NAME OF SUBMITTER:	Ester Martin Maillaro		
Signature:	/Ester Martin Maillaro/		

OP \$40.00 2822157

Date:

02/26/2014

Total Attachments: 8

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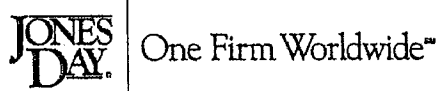
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DATED 13 AUGUST 2009

- (1) HR WALLINGFORD GROUP LIMITED
- (2) WALLINGFORD SOFTWARE LIMITED
- (3) MWH SOFT LIMITED
- (4) MWH SOFT, INC.

AGREEMENT

for the sale and purchase of certain of the business and assets of
Wallingford Software Limited and all the issued and to be issued shares
in the capital of Wallingford Software Asia Sdn. Bhd., Wallingford Software, Inc.
and Wallingford Software Pty Limited



DATED 13 AUGUST 2009

PARTIES

- (1) **HR WALLINGFORD GROUP LIMITED**, a company registered in England and Wales with number 01622174 whose registered office is at Howbery Park, Wallingford, Oxfordshire, OX10 8BA ("**HRG**");
- (2) **WALLINGFORD SOFTWARE LIMITED**, a company registered in England and Wales with number 02288719 whose registered office is at Howbery Park, Wallingford, Oxfordshire, OX10 8BA ("**WSL**" or the "**Seller**");
- (3) **MWH SOFT LIMITED**, a company registered in England and Wales with number 6975921 whose registered office is at Terriers House, 201 Amersham Road, High Wycombe, Buckinghamshire HP13 5AJ ("**MWH UK**"); and
- (4) **MWH SOFT, INC.**, a company registered in California with number C-1779254 whose registered office is at 370 Interlocken Crescent, Suite 300, Broomfield, Colorado, USA 80021 ("**MWH Soft**").

MWH UK and MWH Soft (together the "**Buyers**", each a "**Buyer**" and "**relevant Buyer**" shall be construed accordingly).

INTRODUCTION

- (A) The Seller carries on the Business under the Business Names.
- (B) The Seller has agreed to sell and MWH UK has agreed to purchase, on and with effect from the Effective Time, the Business as a going concern together with the Assets upon the terms and subject to the conditions of this Agreement.
- (C) WSL has agreed to sell and MWH Soft has agreed to purchase the Target Company Shares upon the terms and subject to the conditions of this Agreement.
- (D) HRG has agreed to guarantee to MWH UK the performance by WSL of its obligations under this Agreement.

AGREEMENT

1. INTERPRETATION

- 1.1 In this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

"**Actual Net Asset Value**" means the value of the Assets, the Business and the Target Companies calculated as at the Effective Time and determined in accordance with the provisions set out in Parts 1 and 2 of Schedule 5 and shown in the Closing Balance Sheet in the line headed "Net assets" in the column headed "Group";

"**Actual WSL Completion Cash**" means the Cash of WSL at the Effective Time and determined in accordance with the provisions set out in Parts 1 and 2 of Schedule 5 and shown in the Closing Balance Sheet in the line headed "cash" in the column headed "WSL Ltd";

"**Adjustment**" means the amount (if any) by which the Actual Net Asset Value is greater or less than the Estimated Net Asset Value;

"**Excluded Trade Receivables**" means Trade Receivables which have been due for more than 120 days;

"**Full Title Guarantee**" means with the benefit of the implied covenants set out in Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 when a disposition is expressed to be made with full title guarantee and, with respect to the Wallingford USA Shares, with the benefit of all of the warranties deemed to be made to a bona fide purchaser under the Uniform Commercial Code as adopted by the State of Texas;

"**Goodwill**" means the goodwill, custom and connections of the Business together with the exclusive right for the Buyer to represent and hold itself out as carrying on the Business in succession to the Seller together with the right for the Buyers to use the Business Names and the Retained Business Names and any name similar to any of them, capable of being or intended or likely to be confused with any of them or suggesting any connection with the Business (in each case subject to the terms of the Retained Business Names Licence);

"**Governmental Entity**" means any supra national, national, state, municipal or local government (including any subdivision, court, administrative agency or commission or other authority of the same) or any quasi governmental, industry or trade or private body exercising any regulatory or quasi regulatory, taxing, importing or other governmental or quasi governmental power or authority, including securities exchanges, competition authorities and the European Union;

"**Group**" means in relation to a company, that company and its Affiliates for the time being;

"**Hardware**" means any and all computer, telecommunications and network equipment, operation user and maintenance manuals and associated documentation owned but excluding Software;

"**Harm**" means harm to the Environment and, in the case of man, includes offence caused to any of his senses or harm to his property;

"**Hazardous Substances**" means any material, substance or organism which, alone or in combination with others, is capable of causing Harm;

"**Health and Safety Laws**" means all international, European Union, national, state, federal, regional or local laws (including common law, statute law, regulations, secondary legislation, bye-laws, civil and criminal law, judgments and decisions of any court or tribunal), codes of practice or guidance notes which are in force and legally binding on the Seller's Group in respect of the Business at the date of this Agreement and relate to Health and Safety Matters;

"**Health and Safety Matters**" means all matters relating to the health and safety of any person, including any accidents, injuries, illnesses, diseases and dangerous occurrences or practices;

"**HMRC**" means Her Majesty's Revenue & Customs and, in respect of any time before the establishment of Her Majesty's Revenue & Customs, references to HMRC shall be construed, as the context shall require, to include references to the Inland Revenue and/or Customs and Excise;

"**Holdback**" means the Asset Holdback and the Target Company Holdback;

"**Holdback Account**" means the interest bearing account in the joint name of the Seller's Solicitors and the Buyers' Solicitors which is to be opened at Completion and is to be operated in accordance with the Holdback Account Instruction Letter;

"Holdback Account Instruction Letter" means the instruction letter in the Agreed Form relating to the Holdback from the Seller and the Buyers to the Seller's Solicitors and the Buyers' Solicitors to be executed at Completion;

"HRG Inter-Company Payables" means all Indebtedness owing by WSL at the Effective Time to a member of the Seller's Group (other than the Target Companies);

"HRG Inter-Company Receivables" means all Indebtedness owing to WSL at the Effective Time by a member of the Seller's Group (other than the Target Companies);

"HR Wallingford IPR Assignment" the assignment of rights in software, in the Agreed Form, from HR Wallingford Limited to the Seller to be entered into on or about the date of this Agreement;

"Indebtedness" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent, incurred in respect of (a) money borrowed or raised, (b) any bond, note, loan stock, debenture or similar instrument, (c) acceptance or documentary credit facilities, (d) foreign exchange options, (e) rental and periodic payments, under leases and hire purchase agreements and installments under conditional sale agreements (in all cases whether in respect of land, machinery, equipment or otherwise) entered into primarily as a method of raising finance or of financing the acquisition or use of the asset concerned, (f) payments in the nature of finance charges or repurchase amounts and debt indemnity under factoring and invoice discounting arrangements and (g) guarantees, indemnities, bonds, standby letters of credit or other instruments issued in connection with the performance of contracts and or in respect of the indebtedness of any other person;

"Information and Records" means all information and know-how relating to and all documentation to the extent it relates to the Business, Assets or Employees or the products manufactured or sold or services rendered by the Business, including:

- (a) all customer and supplier records and correspondence, price lists, catalogues, mailing lists, publicity and presentational or marketing material;
- (b) all books of account and other information or records of the Business relating to its operation, management, administration or financial affairs including VAT Records;
- (c) all sales and technical literature;
- (d) all contracts of employment, correspondence, national insurance and taxation records relating to the Employees; and
- (e) all records and documents recording or containing any Business IPR,

including all formulae, designs, specifications, drawings, data manuals or instructions relating to the Assets or any such products and in each case whether or not confidential;

"Intellectual Property Rights" means patents, trade marks, service marks, logos, get-up, trade names, brand names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, and all rights or forms of protection having equivalent or similar effect anywhere in the world and **"registered"** includes applications for registration;

- (C) Andrew Brown;
- (D) Kim Taylor;
- (E) Mandy Benham;
- (F) Paul Banfield
- (G) Tom Davies;
- (H) Mohammed Abdillahi; and
- (I) Jane Smallman.

2. CONDITIONS PRECEDENT

- 2.1 The provisions of clause 3 (Sale and Purchase), clause 4 (Consideration) and clause 7 (Completion) are conditional on are conditional on the Seller complying with its obligations set out in part 1 of Schedule 15 on or before 5.30pm on the Conditions Precedent Date.
- 2.2 The Seller shall use reasonable endeavours to procure the satisfaction of the Conditions as soon as possible and in any event not later than 5.30 p.m. on the Conditions Precedent Date.
- 2.3 The Seller and the Buyers shall use their respective reasonable endeavours to procure that Compromise Agreements subject to such amendments as may be acceptable to the Buyers (acting reasonably) (it being acknowledged that no amounts shall be payable pursuant to the Compromise Agreements until after Completion) are entered into by the Contribution Employees before the Conditions Precedent Date but for the avoidance of doubt this agreement is not conditional on any or all of the Contribution Employees entering into the Compromise Agreements.
- 2.4 The Buyers shall use reasonable endeavours to provide any assistance and information that the Seller may reasonably request to enable it to satisfy its obligations under clause 2.31.
- 2.5 Each of the Parties shall keep the other fully informed of all progress and developments with regard to satisfaction of the Conditions and in any event shall notify the other immediately in writing as soon as it becomes aware that the same or any of the same have been satisfied or have become incapable of satisfaction and shall produce to the other Party such documentation as that other Party shall reasonably require to evidence any such satisfaction.
- 2.6 If by 5.30 p.m. on the Conditions Precedent Date any of the Conditions shall not have been satisfied or waived in writing by the Buyers, this Agreement shall have no further force or effect and no Party shall have any liability in respect of it except as regards any antecedent breach and save that this clause 2.6 and clauses 1 (Interpretation), 25 (Announcements), 26 (Confidentiality), 27 (Notices), 28 (Entire Agreement), 29 (General) and 30 (Governing Law) shall continue in full force and effect.

3. SALE AND PURCHASE

- 3.1 The Seller agrees to sell or to procure the sale of the Assets to MWH UK with Full Title Guarantee and free from all Encumbrances, and MWH UK agrees to purchase the same on and subject to the terms of this Agreement and with a view to carrying on the Business as a going concern.

- 3.2 The Excluded Assets and the Excluded Liabilities shall be excluded from the sale and purchase under this Agreement.
- 3.3 Subject to Completion having taken place, the sale and purchase of the Assets take place and the property and risk in them shall pass as at and with effect from the Effective Time.
- 3.4 WSL agrees to sell the Target Company Shares to MWH Soft with Full Title Guarantee and free from all Encumbrances together with the benefit of all rights attaching to them including all rights to dividends and other distributions, and MWH Soft agrees to purchase the same on and subject to the terms of this Agreement.
- 3.5 WSL undertakes to procure the waiver of all pre-emption and similar rights over the Target Company Shares or any of them to which any person may be entitled under the articles of association or equivalent constitutional document of the Target Companies or otherwise in relation to the sale and purchase of the same under this Agreement.
- 3.6 Save as set out in clause 7.4, nothing in this Agreement shall oblige the Buyers to buy any of the Assets or the Target Company Shares or complete this Agreement unless the sale and purchase of all of the Assets and all of the Target Company Shares is completed at the same time.
- 3.7 The provisions of the Wallingford USA Transfer Agreement will have effect for the purposes of transferring the title to the Wallingford USA Shares.
- 3.8 During the Interim Period and up to the Effective Date, the Seller shall continue to carry on the Business for its own benefit and at its own risk.

4. CONSIDERATION

- 4.1 The purchase price for the Assets and the Target Company Shares (the "**Consideration**") shall be the Asset Consideration plus the Target Company Consideration as adjusted by the Adjustment and the Cash Adjustment.
- 4.2 The Consideration will be satisfied upon completion by:

SCHEDULE 8

Part A – Business IPR

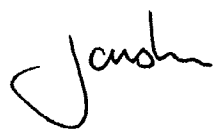
Part 1

Registered Business IPR

IPR	Country	Registration Number	Application Date	Expiry/ Renewal Date	Status
Trademark: FLOOD WORKS, FLOODWORKS, Floodworks (series of 3) Class 09	United Kingdom	2286560	26/11/2001	26/11/2011	Registered
Trademark: HYDROWORKS (series of two) Class 09, 42	United Kingdom	1553156	10/11/1993	10/11/2010	Registered
Trademark: INFOWORKS, InfoWorks, infoworks Class 09	United Kingdom	2123355	12/02/1997	12/02/2017	Registered
Trademark: WESNET Class 09	United Kingdom	2191430	11/03/1999	11/03/2019	Registered
Trademark: INFOWORKS Class 09	USA	2822157	04/03/2002	16/03/2014	Statement of Use Filed
Domain Name: WallingfordSoftw are.com	N/A	N/A	(created) 07/04/1999	07/04/2009	N/A

EXECUTED and DELIVERED)
as a DEED of HR WALLINGFORD)
GROUP LIMITED acting by)
JOHN ORMSTON)
in presence of

A. Reuben
AMY REUBEN Director
JAMES DAY
21 TUDOR STREET
LONDON
EC4Y 0DJ



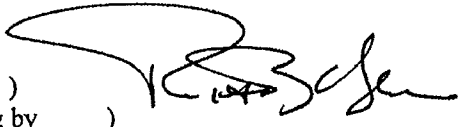
EXECUTED and DELIVERED)
as a DEED of WALLINGFORD)
SOFTWARE LIMITED acting by)
JOHN ORMSTON)
in presence of

A. Reuben Director
AMY REUBEN
JAMES DAY
21 TUDOR STREET
LONDON
EC4Y 0DJ



EXECUTED and DELIVERED)
as a DEED of MWH SOFT LIMITED acting by)
ROBERT UHLER in presence of)

A. Reuben Director
AMY REUBEN
JAMES DAY
21 TUDOR STREET
LONDON
EC4Y 0DJ



EXECUTED and DELIVERED)
as a DEED on behalf of MWH SOFT, INC)
a company incorporated in California by)
ROBERT UHLER being a person who, in accordance with)
the laws of that territory is acting under the)
authority of the company)



Authorised signatory