

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306001

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ArchitTrek, LLC		02/28/2014	LIMITED LIABILITY COMPANY: LOUISIANA
RECEIVING PARTY DATA			
Name:	XTS Software Corporation		
Doing Business As:	Axium		
Street Address:	10200 SW Greenburg Road		
Internal Address:	Suite 600		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97223		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3677732	ARCHITTREK	
CORRESPONDENCE DATA			
Fax Number:	6179372400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6179372418		
Email:	aanderson@cooley.com		
Correspondent Name:	Anna Anderson c/o Cooley LLP		
Address Line 1:	1299 Pennsylvania Ave, NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	319491-20000		
NAME OF SUBMITTER:	Anna Anderson		
SIGNATURE:	/Anna Anderson/		
DATE SIGNED:	05/29/2014		
Total Attachments: 4			
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EXHIBIT D

BILL OF SALE

This **BILL OF SALE** is delivered by **ARCHITREK, LLC**, a Louisiana limited liability company ("*Seller*"), to **XTS SOFTWARE CORPORATION (D/B/A AXIUM)**, an Oregon corporation ("*Purchaser*"), at the Closing (as defined in the Asset Purchase Agreement entered into as of February 28, 2014, by and between Seller, Purchaser and the other parties hereto (the "*Agreement*")). All actions taken herein are taken pursuant and subject to the terms of the Agreement.

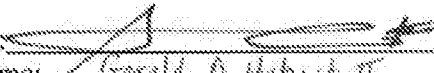
1. Except as otherwise set forth herein, capitalized terms used herein shall have the meanings assigned to them in the Agreement.

2. Pursuant to the terms and subject to the conditions and limitations of the Agreement, Seller hereby sells, conveys, assigns and transfers to Purchaser any and all of Seller's right, title and interest in and to the Acquired Assets wherever situated as they exist on the date hereof free and clear of any Encumbrances, other than Encumbrances under the Assigned Contracts.

IN WITNESS WHEREOF, Seller has executed this document as of the date first above written.

SELLER:

ARCHITREK, LLC

By: 
Name: Gerald D. Herbert II
Title: Managing Member

SCHEDULE II

[REDACTED]

[REDACTED]

TRADEMARKS

- ARCHITTREK (Reg. No. 3,677,732) – Reg. Date: September 1, 2009

[REDACTED]

[REDACTED]

EXHIBIT A

CERTAIN DEFINITIONS

1. Definitions. In this Agreement (including this EXHIBIT A), capitalized terms have the following meanings:

(a) "*Acquired Assets*" means and includes all of the properties, rights, interests and other tangible and intangible assets (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP) that (i) are owned, used or held for use by Seller or (ii) are exclusively used in or are otherwise necessary for the conduct of the Business other than the Excluded Assets. Without limiting the generality of the foregoing, the Acquired Assets shall include:

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

(v) all Goodwill;

(vi) all existing Intellectual Property Rights: including, without limitation, the right to use the name "ArchitTrek" and variations thereof and the Intellectual Property Rights identified on SCHEDULE II;

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(i) "*Intellectual Property Rights*" means all intellectual property and all intellectual property rights of Seller and/or the Equity Holders used in connection with or otherwise relating to the Acquired Assets, including, but not limited to (i) all trademarks, service marks, trade dress, logos and trade names, together with all translations, adaptations, derivations and combinations thereof, and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (ii) all copyrightable works, all copyrights and all applications, registrations and renewals, (iii) all patents and pending patent applications, (iv) all trade secrets and confidential business information, (v) all data and related documentation and (vi) all copies and tangible embodiments of the foregoing, in whatever form or medium.

[REDACTED]

[REDACTED]