=OP \$165.00 274065

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Noreen Raschke		04/04/2002	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Sage Systems, Incorporated
Street Address:	1420 Harbor Bay Parkway
Internal Address:	Suite 160
City:	Alameda
State/Country:	CALIFORNIA
Postal Code:	94502
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2740653	ALADN
Registration Number:	2453568	DATACCORD
Registration Number:	2568041	NETWORKING EVERYTHING ELSE
Serial Number:	75630562	FAIR-SHARE
Serial Number:	75568362	HIGATE
Serial Number:	76071661	IF IT'S PLUGGED IN, IT'S CONNECTED

CORRESPONDENCE DATA

Fax Number: (801)537-1799

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 801-537-1700
Email: austin@mmlaw.com
Correspondent Name: Wesley L. Austin

Address Line 1: 15 West South Temple

Address Line 2: Suite 900

TRADEMARK REEL: 003163 FRAME: 0644

900032569

Address Line 4: Salt Lake City, UTAH 84101			
NAME OF SUBMITTER:	Wesley L. Austin		
Signature:	/Wesley L. Austin/		
Date:	09/22/2005		
Total Attachments: 4 source=GeneralRelease#page1.tif source=GeneralRelease#page2.tif source=GeneralRelease#page3.tif source=GeneralRelease#page4.tif			

TRADEMARK REEL: 003163 FRAME: 0645

GENERAL RELEASE AGREEMENT

This General Release Agreement ("Agreement") is executed by and between Sage Systems, Inc. (hereinafter "Sage") and Norcen Raschke. Sage and Norcen Raschke, may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Recitals

- A. Sage is a corporation duly organized under the laws of the State of California with its principal place of business in Alameda County. Sage is in the process of dissolving and winding up its affairs. Sage has advised Norcen Raschke that Sage's liabilities substantially exceed its assets and, as a result, Sage's common shareholders are not expected to receive any distribution upon the dissolution and wind up of the company.
- B. Noreen Rashke is a shareholder of Sage and the Respondent in a marriage dissolution proceeding pending in the Alameda County Superior Court as Case No. 813857-0 (the "Action"). The Petitioner in the Action is Steve Raschke, a founding shareholder and a former director, employee, and independent contractor of Sage.
- C. Steve Raschke is the obligec on various promissory notes ("Notes") from Sage as obligor. In the Action, Noreen Raschke asserts an interest in some or all of the Notes.
- D. A substantial portion of the Notes will remain unpaid and become non-collectable following the aliquot distribution of Sage's remaining assets and cash.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

- 1. Within ten (10) business days after execution and delivery of this Agreement by Norcen Raschke, Sage shall pay Noreen Raschke the sum of Sixty-Four Thousand Seven Hundred Fifty-Six Dollars and Twenty-Eight Cents (\$64,756.28).
- Upon Noreen Raschke's receipt of the full amount set forth in Paragraph 1, above, Noreen Raschke, on behalf of herself and her agents, insurers, representatives, heirs, executors, administrators, beneficiaries, predecessors, successors and assigns (hereafter "Releasors"), hereby release and forever discharge Sage, and all of its current, former, or future officers, directors, shareholders, employees, incorporators, partners, principals, parents, subsidiaries, lenders, investors, affiliates, agents, attorneys, insurers, representatives, heirs, executors, administrators, beneficiaries, predecessors, successors, and assigns (hereafter "Releasees") from any and all liabilities, claims, demands, causes of action, proceedings, obligations, damages, losses, costs, attorneys' fees, and damages of every kind and nature whatsoever, whether known or unknown, contingent or certain, past, present, or future, which any Releasor may now have or may hereafter have against any Releasee, arising directly or indirectly out of or in connection with the formation, operation, conduct, acts, omissions, decisions, dissolution or wind-up of Sage, including, without limitation, any and all claims arising out of Noreen Raschke's status as a shareholder or obligee of Sage.
- 3. Noreen Raschke understands and acknowledges that this is a full and final release covering all known and unknown claims. Noreen Raschke further understands and acknowledges that there is a risk that, subsequent to the execution of this Agreement, she may incur or sustain

REEL: 003163 FRAME: 0646

p. 3

injury, loss, or damage in connection with the matters released herein. Norcen Raschke acknowledges that this Agreement has been negotiated and agreed upon in light of these realizations, and expressly waives any and all rights each may have in such unsuspected or unasserted claims. In so doing, Norcen Raschke knowingly and specifically waives her rights under California Civil Code Section 1542, which Section reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

- 4. Notwithstanding the provisions of Paragraphs 2 and 3, above, Noreen Raschke is not releasing any present or future claims against Steve Raschke that are unrelated to and do not arise out of Steve Raschke's status, service, or capacity as a founder, incorporator, shareholder, chairman, director, officer, employee, lender, agent, or independent contractor of Sage.
- 5. Norecn Raschke represents and warrants that she has not sold, transferred, conveyed, assigned, hypothecated, and/or subrogated any of the rights, claims, or causes of action released herein, and that she has the sole right and exclusive authority to enter into this Agreement on her own behalf.
- 6. This Agreement is the result of good faith compromise between the Parties and shall never at any time or for any purpose be considered as an admission of liability and/or responsibility on the part of any Party or Releasee hereunder.
- 7. Each Party represents and warrants that she/it has had full opportunity to consult with legal counsel, and is voluntarily executing this Agreement with full knowledge of its meaning and significance. Each Party will bear her/its own attorneys' fees and costs, incurred in or arising out of or in any way related to the negotiation, drafting and execution of this Agreement and all other matters released herein.
- 8. Subject to the limitation set forth in Paragraph 4, above, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective officers, directors, principals, shareholders, employees, incorporators, partners, agents, insurers, attorneys, parents, subsidiaries, lenders, affiliates, representatives, heirs, executors, administrators, beneficiaries, predecessors, successors and assigns.
- 9. This Agreement shall be interpreted in accordance with and governed by the laws of the State of California. In the event any Party institutes legal action to interpret or enforce this Agreement, or otherwise arising out of this Agreement, the prevailing Party in such action shall be entitled to an award of its reasonable attorneys' fees and costs in addition to any other relief recovered by such Party.
- 10. If any provision or any part of any provision of this Agreement is for any reason held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- 11. This Agreement constitutes the entire agreement between the Parties, and may not be amended except by written amendment signed by the Parties.

SENT BY:

4-29- 2 ; 2:42PM ;CROSBY, HEAFEY 21stFL→

801 536 6117 3;# 4/ 5

APR 11 2002 7:59AM APR 04 2002 4:41PM

HP LASERJET 3200

p. 4

This Agreement may be executed in counterparts and once executed and delivered by all signatories, this Agreement shall constitute an Agreement that is binding upon all Parties bereto, notwithstanding that all original signatures do not appear on the same page. Once signed, either Party may deliver this Agreement to the other Party by confirmed factionals to the other Party's attenuey, provided an original signed Agreement thereafter is promptly mailed by first class mail to said attenuey.

Sage Systems, Inc.		
Ву:	Dated:	, 2002
Its:		
Morcoa Raschka	Dated: 4-4	1-0Z,2002

APR 11 2002 7:59AM HP LASERJET 3200

Come Contacos Ido

Noreen Raschke

р. Р.4

12. This Agreement may be executed in counterparts and once executed and delivered by all signatories, this Agreement shall constitute an Agreement that is binding upon all Parties hereto, notwithstanding that all original signatures do not appear on the same page. Once signed, either Party may deliver this Agreement to the other Party by confirmed facsimile to the other Party's attorney, provided an original signed Agreement thereafter is promptly mailed by first class mail to said attorney.

By: Tuleel	Dated: 4/9	, 2002
110: Monter of its Board of Dredoo	·	
	Dated:	, 2002

3

RECORDED: 09/22/2005