

**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
XRT, Inc.		12/28/2006	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	XRT SA
Street Address:	Tour Eve, Place Sud, La Defense 9
City:	Puteaux
State/Country:	FRANCE
Postal Code:	92806
Entity Type:	CORPORATION: FRANCE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	75732951	CASH & TREASURY MANAGER
Serial Number:	75733313	CTM
Serial Number:	75816535	XRT-CERG
Serial Number:	75040918	XRT
Serial Number:	75975867	XRT
Serial Number:	78131772	THINK FINANCIAL VALUE CHAIN
Serial Number:	75979149	XRT

**CORRESPONDENCE DATA**

Fax Number: (215)701-2171  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2156652771  
 Email: sschwartz@cozen.com  
 Correspondent Name: Scott B. Schwartz  
 Address Line 1: 1900 Market Street  
 Address Line 2: Trademark Department

CH \$190.00 75732951

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:

XRT/159201

DOMESTIC REPRESENTATIVE

Name: Scott B. Schwartz

Address Line 1: 1900 Market Street

Address Line 2: Trademark Department

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:

Scott B. Schwartz

Signature:

/scott b schwartz/

Date:

01/03/2007

Total Attachments: 4

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## WORLDWIDE TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, XRT, Inc., a Pennsylvania corporation with a place of business at 1150 First Avenue, Suite 850, King of Prussia, Pennsylvania 19406 ("Assignor") is the owner of the trademarks identified in Exhibit A, as well as any and all associated trademark applications and/or registrations thereof (together "the Marks"), and

WHEREAS, XRT SA, a *Société Anonyme* registered under the laws of France with a place of business at Tour Eve, Place Sud, La Défense 9, 92806 Puteaux, France ("Assignee"), is desirous of acquiring the Marks, all of the good will associated with the Marks, and any and all applications and registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby sell, transfer, convey, contribute and assign unto Assignee, all right, title and interest in and to the Marks and all other indicia of source throughout the universe, and all goodwill associated therewith, together with all rights to registration, renewal and extension of the Marks, to the full term or terms for which the Marks may be issued, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that they would have been held and enjoyed by Assignor if this Trademark Assignment had not been made, and all claims for damages by reason of past, present and future infringement or misappropriation of or other conflict with said Marks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby authorizes the U.S. Patent and Trademark Office, and any Official of any country or countries foreign to the United States or any multinational organization whose duty it is to receive or register trademarks or applications therefore, to record Assignee as the owner of the Marks and to issue all registrations for said Marks, to be in the name of Assignee, as assignee of all of Assignor's Marks, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Trademark Assignment. Assignor further agrees to execute all documents and provide all authorizations necessary when reasonably requested by Assignee to effectuate the intent of this Trademark Assignment, including all authorizations necessary to effectuate electronic transfer of domain names.

Assignor hereby waives any and all paternity, integrity, moral and other similar rights that Assignor may now, or in the future, have that are embodied in the Marks. Assignor covenants for itself and its successors and assigns to provide to Assignee, promptly upon the request of Assignee and at the expense of Assignee, all pertinent facts and documents relating to the Marks as may be known or accessible to Assignor, and to execute and deliver promptly to Assignee or its legal representative any and all papers, instruments, and affidavits required to apply for, obtain, maintain, issue, or enforce said the Marks which may be necessary or desirable to carry out the purposes hereof.

Exhibit A may be amended and updated by Assignor and Assignee from time to time, *nunc pro tunc*, to include any other trademarks owned by and/or in the name of Assignor as of the date of this Worldwide Trademark Assignment Agreement and any and all trademarks so added to Exhibit A shall be considered Marks for the purposes of this Trademark Assignment.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered on its behalf as of the date first stated above.

**XRT, Inc.**

By: \_\_\_\_\_  
Name: Benoit JOSEPH  
Title: Chairman of the Board  
Date: December 28<sup>th</sup>, 2006

**XRT SA**

By: \_\_\_\_\_  
Name: Benoit JOSEPH  
Title: Président du Directoire  
Date: December 28<sup>th</sup>, 2006

**Exhibit A**

**Marks:**

XRT

XRT-CERG

THINK FINANCIAL VALUE CHAIN

CTM