

## 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
Intuit, Inc.		05/19/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sage Software, Inc.		
Street Address:	56 Technology Drive		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2852475	MASTER BUILDER	
CORRESPONDENCE DATA			
Fax Number:	(949)753-1911		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(949) 753-1222		
Email:	ipfilings@sage.com		
Correspondent Name:	Chanette Armstrong		
Address Line 1:	56 Technology Drive		
Address Line 4:	Irvine, CALIFORNIA 92618		
ATTORNEY DOCKET NUMBER:	MASTER BUILDER - SSI		
NAME OF SUBMITTER:	Chanette Armstrong		
Signature:	/chanette armstrong/		
Date:	06/11/2007		

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**Total Attachments: 5**

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## **ASSIGNMENT OF TRADEMARKS**

This **ASSIGNMENT OF TRADEMARKS**, dated as of May 19, 2006 ("Assignment"), is by Intuit Inc., a Delaware corporation (the "Assignor"), in favor of Sage Software, Inc., a Virginia corporation (the "Assignee").

### **WITNESSETH**

**WHEREAS**, Assignor is the owner of the trademarks listed on Schedule A hereto (the "Trademarks"); and

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 8, 2006 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee the Trademarks, among other assets.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and 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, all of Assignor's right, title, and interest in and to the Trademarks and any renewals thereof, together with the goodwill symbolized by and associated with the business conducted under said trademarks in the United States and in all foreign countries and jurisdictions, together with all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for any and all legal and equitable claims for past, present and future infringement, damages, or other unauthorized use of the rights, title and interest assigned to Assignee hereunder.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights, title and interest hereby conveyed.

Nothing in this Assignment shall alter, modify or enlarge any liability or obligation of Assignor arising under the Asset Purchase Agreement, which shall govern the representations, warranties and the obligations of the parties with respect to the Trademarks. This Assignment shall be subject in all respects to the Asset Purchase Agreement and shall be construed so to carry out the intentions of the

Assignee and Assignor as expressed in the Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Except for the representations and warranties of Assignor made in the Asset Purchase Agreement, Assignor makes no representations or warranties with respect to the Trademarks conveyed hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this  
Assignment to be executed as of the date above first written.

**ASSIGNOR:**

INTUIT INC.

By: 

Name: *Randy Trisley*  
Title: *Vice President*

Acknowledged and  
Accepted:

**ASSIGNEE:**

SAGE SOFTWARE, INC.

By: \_\_\_\_\_

Name:  
Title:

Signature Page to Assignment of Trademarks

IN WITNESS WHEREOF, the undersigned have caused this  
Assignment to be executed as of the date above first written.

ASSIGNOR:

INTUIT INC.

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and  
Accepted:

ASSIGNEE:

SAGE SOFTWARE, INC.

By: *J. R. Eckhardt*  
Name: *James R. Eckhardt*  
Title: *EVP*

Signature Page to Assignment of Trademarks

**Schedule A: Trademarks**

Mark	Jurisdiction	Number
MASTER BUILDER	U.S.	2852475
MENTORPOINT	U.S.	2457839

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