

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Information Systems Engineering, Inc.		04/08/2008	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pattishall, McAuliffe, Newbury, Hilliard & Geraldson LLP		
<b>Street Address:</b>	311 South Wacker Drive		
<b>Internal Address:</b>	Suite 5000		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2903679	THINAPPS	
Registration Number:	2668934	THIN-APPSYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)554-8015		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-554-8000		
<b>Email:</b>	baa@pattishall.com		
<b>Correspondent Name:</b>	Brett A. August		
<b>Address Line 1:</b>	311 South Wacker Drive		
<b>Address Line 2:</b>	Suite 5000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Anne Snyder		
<b>Signature:</b>	/acs/		

CH \$65.00 2903679

Date:

04/24/2008

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into by and between Information Systems Engineering, Inc., a Wisconsin corporation located and doing business at 1331 Capital Drive, Oconomowoc, Wisconsin 53066 ("Assignor"), and Pattishall, McAuliffe, Newbury, Hilliard & Geraldson LLP, an Illinois limited liability partnership located and doing business at 311 South Wacker Drive, Suite 5000, Chicago, Illinois 60606 ("Agent"), and participating in this assignment as an agent of the Ultimate Assignee. This Agreement shall be effective as of the date upon which it has been executed by both parties, as indicated below.

**WHEREAS**, Assignor owns the trademarks THINAPPS, USPTO Reg. No. 2903679, and THIN-APPSYS, USPTO Reg. No. 2668934 (the "THINAPPS Marks"), as well as the domain name <thinapps.com> (the "THINAPPS Domain"); and

**WHEREAS**, the Ultimate Assignee has requested that Agent acquire the THINAPPS Marks, the THINAPPS Domain and related rights on its behalf;

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby accept and acknowledge, the parties agree as follows:

1. **THINAPPS Rights.** As used herein, the term "THINAPPS Rights" includes all right, title and interest in and to the THINAPPS Marks and THINAPPS Domain, as well as in and to all trademarks, service marks, trade names, corporate names, domain names, slogans and other commercial designations comprised in whole or in part of THINAPPS or THIN-APPSYS that are owned, used or claimed by Assignor or any affiliate of Assignor, including without limitation any and all marks confusingly similar thereto, all common-law rights therein, all registrations and applications to register such THINAPPS marks, all goodwill appurtenant thereto and the right to bring suit for current or past infringement thereof.
2. **Trademark Assignment.**
  - a. Assignor hereby assigns and transfers all the THINAPPS Rights to Agent.
  - b. Simultaneous with the execution of this Assignment, Agent is assigning and transferring the THINAPPS Rights in their entirety to the Ultimate Assignee by separate agreement, the effective date of which is the same as that of the present Assignment.
  - c. Upon or promptly after execution of this Assignment by both parties, Assignor shall deliver to Agent for transfer to Ultimate Assignee all of the following:
    - (i) all documentation, as described in paragraph 5, not previously delivered to Agent; and
    - (ii) Assignor's complete trademark application and registration file(s) relating to the THINAPPS Marks, including at least one extra sample of each specimen provided to the USPTO in support of registration of the THINAPPS Marks.
3. **Warranties.** Assignor hereby represents and warrants to Agent as follows:
  - a. Assignor has the full right and legal authority to enter into this Assignment.

- b. No assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with the assignments contemplated herein.
- c. Assignor is the owner of all right, title, and interest in and to the THINAPPS Rights free and clear of all liens, security interests, encumbrances, financing statements, or other pledges.
- d. To Assignor's best knowledge and belief, no other party, other than Agent and Ultimate Assignee, has any right, title or interest in and to the intellectual property rights assigned to Agent under this Assignment.
4. **Cooperation.** Assignor will provide to Agent upon reasonable request all pertinent facts and documents relating to the THINAPPS Rights as may be known and accessible to Assignor. In the event the THINAPPS Rights are ever contested, Assignor will testify and cooperate with Agent and Ultimate Assignee in any proceeding related thereto. Assignor will promptly execute and deliver any and all papers, instruments or affidavits that may be necessary or desirable to obtain, maintain, register or enforce the THINAPPS Rights. Agent agrees to provide any information required by Assignor to complete all transfer of THINAPPS Rights to Agent.
5. **Trademark Documentation.** Assignor shall furnish to Agent at the time of execution of this Assignment written documentation substantiating Assignor's use and ownership of the THINAPPS Marks. Such documentation shall include, generally, materials showing Assignor's first use of the THINAPPS Marks on or in connection with any associated goods and services; Assignor's first use of the THINAPPS Marks in interstate commerce; and Assignor's continuing use of the THINAPPS Marks. Such materials may include, for example: invoices to customers; labels, name plates, cartons and like materials bearing the THINAPPS Marks as used by Assignor in its sale of goods; advertising, business literature and other materials showing the sale and offering of services under the THINAPPS Marks; media articles concerning Assignor's goods and services marketed and sold under the THINAPPS Marks; and other materials such as brochures, stationery and business cards showing use of the THINAPPS Marks by Assignor.
6. **Consent.** Assignor hereby consents to and shall not challenge or object to the use or registration of the THINAPPS Marks by the Ultimate Assignee, its affiliates, subsidiaries, partners, assignees, transferees or direct or indirect licensees. Agent, on behalf of Ultimate Assignee, hereby consents to and shall not challenge or object to the continued ownership, use or registration of the THIN-SPECTION, THIN-VENTORY or THIN-QUERY marks by Assignor, its affiliates, subsidiaries, partners, assignees, transferees or direct or indirect licensees.
7. **Payment.** As consideration for the Assignment of the THINAPPS Rights, Agent shall pay Assignor the sum of Eighteen Thousand Four Hundred U.S. Dollars (U.S. \$18,400.00) by wire transfer within five (5) business days of the Effective Date of this Assignment. Assignor shall be responsible for any taxes due in connection with receipt of said payment.
8. **Indemnification.** Assignor shall indemnify, defend and hold Agent and Ultimate Assignee harmless from and against any losses, costs, expenses (including without limitation attorneys' fees), claims, liabilities or damages arising out of or in connection with any breach by Assignor of its obligations, representations or warranties hereunder or arising out of the exercise of the assignments herein. The provisions of this paragraph shall survive any termination or expiration of this Assignment.

9. **Attorney-In-Fact.** Assignor hereby appoints Agent and the Ultimate Assignee as its irrevocable attorneys-in-fact for the sole purpose of enforcing and protecting, at the option of Agent and Ultimate Assignee, all rights, licenses, privileges and property granted herein, to prevent any infringement of such rights and to litigate, collect and receive compensation for all damages arising from such infringement, using the name of Assignor in the discretion of Agent and Ultimate Assignee, and joining Assignor as party plaintiff or defendant in any such suit or proceeding.

10. **Notices.** Any notice, request, instruction or other communication to be given hereunder by either party hereto shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, provided delivery is actually tendered at the appropriate address, addressed to the persons identified below (i) in person, or (ii) by courier service, or (iii) by facsimile copy (with original copy mailed the same day), or (b) three (3) calendar days after deposit in the U.S. mails by first class certified mail, postage prepaid, return receipt requested, all addressed as set forth below:

a. If to Information Systems Engineering, Inc.:

Mr. John Van Kempen  
Information Systems Engineering, Inc.  
1331 Capital Drive  
Oconomowoc, Wisconsin 53066  
Telephone No. 262-567-9240  
Facsimile No. 262-567-6588

b. If to Pattishall, McAuliffe, Newbury, Hilliard & Geraldson LLP, or to Ultimate Assignee:

Brett A. August, Esq.  
Pattishall, McAuliffe, Newbury, Hilliard & Geraldson LLP  
311 South Wacker Drive, Suite 5000  
Chicago, Illinois 60606  
Telephone No. 312-554-8000  
Facsimile No. 312-554-8015

11. **Miscellaneous.**

a. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without regard to choice of law principles. Any action brought to enforce any term of this Assignment shall be brought in state or federal courts located in Cook County in the State of Illinois. In the event that either party sues to enforce any provision of this Assignment, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

b. Neither party shall have any authority to act or grant any licenses on behalf of the other party.

c. If any provision of this Assignment is found invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severed herefrom, without affecting the remaining portions of this Assignment, which shall remain in full force and effect, provided that the severing of such provision does not materially change the substance of this Assignment.

d. The rule of contract construction providing that ambiguities are resolved against the drafter shall not apply to any portion of this Assignment. Each party acknowledges that it has been advised by independent legal counsel with respect to this Assignment.

e. This Assignment shall be binding upon and shall inure to the benefit of each party, their respective representatives, principals, successors, affiliates, subsidiaries and assigns.


f. Each of the undersigned warrants that he or she has authority to enter into this Assignment on behalf of the party for whom he or she signs.

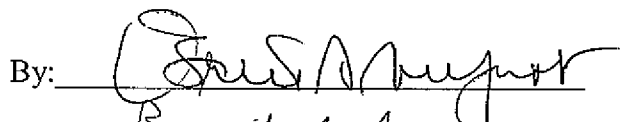
g. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have signed this Assignment on the dates indicated below.

**INFORMATION SYSTEMS  
ENGINEERING, INC.**

**PATTISHALL, McAULIFFE, NEWBURY,  
HILLIARD & GERALDSON LLP**

By:   
Name: JOHN R. VAN KEMPEN  
Title: PRESIDENT  
Date: 4/8/08

By:   
Name: Brett A August  
Title: Partner  
Date: 4-7-08