

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Insightful Corporation		08/02/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hypertext Solutions, Inc.		
<b>Street Address:</b>	206 1st Avenue, Suite 310		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98104		
<b>Entity Type:</b>	CORPORATION: WASHINGTON		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2692504	INFACT	
Registration Number:	2730385	INFACT	
Registration Number:	2697358	INFACT	
Registration Number:	2730386	INFACT	
Registration Number:	2929571	HUMAN-LIKE INTELLIGENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)938-5200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(650) 988-8500		
<b>Email:</b>	tneundorf@fenwick.com		
<b>Correspondent Name:</b>	Tanda Neundorf, Fenwick & West LLP		
<b>Address Line 1:</b>	801 California Street		
<b>Address Line 2:</b>	Silicon Valley Center		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94041		
<b>ATTORNEY DOCKET NUMBER:</b>	26653-00070		

**CH \$140.00 2692504**

NAME OF SUBMITTER:	Tanda L. Neundorf, Esq.
Signature:	/Tanda Neundorf/
Date:	10/17/2008
Total Attachments: 4 source=Document#page1.tif source=Document#page2.tif source=Document#page3.tif source=Document#page4.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of August 2, 2007 (this "Trademark Assignment"), by and between Insightful Corporation, a Delaware corporation ("Assignor"), and Hypertext Solutions Inc., a Washington corporation ("Assignee").

### RECITALS

A. Assignor is the owner of the trademark registrations set forth on Schedule A attached hereto.

B. Under the terms of an Asset Purchase Agreement dated as of August 2, 2007 (the "Agreement") by and between Assignor and Assignee, Assignor has agreed to, among other things, transfer to Assignee the trademarks, service marks, trademark and service mark applications, domain names and trade names set forth on Schedule A, together with Assignor's goodwill associated therewith.

### ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to the trademarks, service marks, trademark and service mark applications, domain names and trade names set forth on Schedule A, together with the goodwill associated therewith, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of infringement following the date hereof, if any, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto (collectively, the "Trademarks").

Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Trademarks or for the performance by Assignor of any of its obligations hereunder. Upon written request by Assignee, Assignor hereby further agrees that Assignor will sign all lawful papers, execute such documents, make all lawful oaths and otherwise provide reasonable assistance to aid Assignee and its successors, assigns and nominees to enforce the Trademarks in all countries.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

**ASSIGNOR**

Insightful Corporation

By: Jeff Coombs

Name: Jeff Coombs

Title: CEO

**ASSIGNEE**

Hypertext Solutions Inc.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

**ASSIGNOR**  
**Insightful Corporation**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE**  
**Hypertext Solutions Inc.**

By: 

Name: Neil Roseman

Title: CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

## SCHEDULE A

### LIST OF REGISTERED TRADEMARKS

#### INFACT

- US Registration No. 2,692,504
- Description: International Class 009 for computer software to automate data warehousing, data mining and data analysis; computer software for searching, accessing, and retrieving information directories; computer software for document management.
- Status: Registered

#### INFACT

- US Registration No. 2,730,385
- Description: International Class 042 for computer software development services.
- Status: Registered

#### INFACT (Design)

- US Registration No. 2,697,358
- Description: International Class 009 design of INFACT mark for computer software to automate data warehousing, data mining and data analysis; computer software for searching, accessing, and retrieving information directories; computer software for document management.
- Status: Registered

#### INFACT (Design)

- US Registration No. 2,730,386
- Description: International Class 042 design of INFACT mark for computer software development services.
- Status: Registered

#### HUMAN-LIKE INTELLIGENCE

- US Registration No.: 2,929,571
- Description: Class 009: Computer software in the fields of general business and data and information analysis, namely, software for use in connection with e-commerce, Internet portals, information searching and retrieval, document management, data mining, information extraction, text navigation and customer service.
- Status: Registered