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
Core Networks Incorporated		09/02/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SupportSoft, Inc.
Street Address:	575 Broadway
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94063
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	2714816	COREOS	
Registration Number:	2434362	CORE NETWORKS	

CORRESPONDENCE DATA

Fax Number: (650)857-0663

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

Phone: 6508435000

Email: trademarks@cooley.com

Correspondent Name: Anne Peck, COOLEY GODWARD KRONISH Address Line 1: 3000 El Camino Real, Five Palo Alto Sq.

Address Line 4: Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER:	Anne Peck
Signature:	/Anne Peck/
Date:	10/22/2008

Total Attachments: 4

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TRADEMARK REEL: 003874 FRAME: 0880 2/148

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ASSIGNMENT OF TRADEMARKS AND RELATED PROPRIETARY RIGHTS

This Assignment of Trademarks and Related Proprietary Rights (the "Assignment") dated as of September 2, 2004, is made by Core Networks Incorporated (the "Assignor") in favour of SupportSoft, Inc. (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor, is the owner of the trademarks listed on the attached Schedule A and the registrations and application therefor (collectively, the "Trademarks"); and

WHEREAS, the Assignee, the full post office address of whose principal office or place of business is c/o SupportSoft, Inc., 575 Broadway, Redwood City, California, 94063, wishes to acquire all right, title and interest in and to the Trademarks worldwide, and the Assignor wishes to transfer such right, title and interest to the Assignee;

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00 (U.S.)) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The Assignor hereby assigns, transfers and conveys to the Assignee, its successors and assigns all of the right, title and interest, including, without limitation, at common law or in equity and pursuant to the *Trade-marks Act* (Canada) and similarly applicable legislation in the United States and any other countries, as the case may be, in and to: (i) the Trademarks worldwide, including, without limitation, any renewal, extension and other trademark applications filed to date for the Trademarks; and (ii) all of the goodwill of any and all business in the goods and services carried on in association with such Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns as fully and effectively as the same would have been held and enjoyed by the Assignor if this assignment and transfer had not been made.
- 2. The Assignor hereby undertakes at any time, upon reasonable request, to sign such other documents and do such other things as may be necessary, desirable, advisable or proper to carry out the purposes of this Assignment and enable the Assignee to obtain and maintain trademark protection worldwide, all without further consideration, but at the sole expense of the Assignee.
- This Assignment is executed and delivered pursuant to the terms and conditions of the Asset Purchase Agreement (the "Purchase Agreement") dated effective as of July 20, 2004, by and between the Assignor and the Assignee among others, pursuant to which the Assignor has agreed to transfer to the Assignee all of the Assignor's right, title and interest in and to the Trademarks as well as the service marks, trade names, trade dress, business names, brand names, logos, designs and related rights and interests included in the Assignor's proprietary rights including all registrations and applications for any of the foregoing (individually, a "Related Proprietary Right" and collectively, the "Related Proprietary Rights"). All of the terms and conditions of the Agreement are incorporated herein by reference, and in the event of any ambiguity or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall prevail.
- Subject to applicable legislation, the parties hereto agree that the assignment of each Trademark and Related Proprietary Right shall be construed as being separable and divisible from the assignment of every other Trademark and Related Proprietary Right. The unenforceability or invalidity of this Assignment with respect to any one Trademark or Related Proprietary Right,

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as the case may be, shall not limit its enforceability or validity, in whole or in part, with respect to any other Trademark or Related Proprietary Right.

This Assignment and each of its provisions shall be binding on and shall enure to the benefit of the respective successors and assigns of the parties to this Assignment. The respective agreements herein set forth are for the benefit only of the parties hereto, their successors and assigns, and no provision of this Assignment is intended to benefit, nor shall any such provision be enforceable by, any person or entity other than the parties hereto and their respective successors in interest and assigns.

This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

This Assignment may be executed in a number of identical counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Assignment, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered eir respective duly authorized officers as of the date first above written.

CORE NETWORKS INCORPORATED

By: ______Authorized Signing Officer

SUPPORTSOFT, INC.

By: Authorized Signing Officer

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as the case may be, shall not limit its enforceability or validity, in whole or in part, with respect to any other Trademark or Related Proprietary Right.

- This Assignment and each of its provisions shall be binding on and shall enure to the benefit of the respective successors and assigns of the parties to this Assignment. The respective agreements herein set furth are for the benefit only of the parties herein, their successors and assigns, and no provision of this Assignment is intended to benefit, nor shall any such provision be enforceable by, any person or entity other than the parties hereto and their respective successors in interest and assigns.
- 6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the the State of Delaware without giving effect to the principles of conflicts of law thereof.
- 7. This Assignment may be executed in a number of identical counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Assignment, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered by their respective duly sufnorized officers as of the date first above written.

CORE NETWORKS INCORPORATED

Anthreise Signing Officer

SUPPORTSOFT, INC.

By: Authorized Signing Officer

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SCHEDULE A

Trademark	Country	Application No./Serial No.	Registration No.
CoreOS	Canada	1010341	TMA544538
CoreOS	United States	75694592	2714816
CORE NETWORKS	Canada	0895702	TMA529725
CORE NETWORKS	United States	75676096	2434362

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