

**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>
Ecotran Corporation		10/09/1998	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trapeze Software LLC		
<b>Street Address:</b>	1720 Carey Avenue		
<b>Internal Address:</b>	200 Boyd Building		
<b>City:</b>	Cheyenne		
<b>State/Country:</b>	WYOMING		
<b>Postal Code:</b>	82001		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: WYOMING		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2217254	MAPNET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)579-6073		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216 579 1700		
<b>Email:</b>	cgaffney@pearne.com		
<b>Correspondent Name:</b>	Michael W. Garvey		
<b>Address Line 1:</b>	1801 East 9th Street		
<b>Address Line 2:</b>	Suite 1200		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-3108		
<b>ATTORNEY DOCKET NUMBER:</b>	ECO 30487		
<b>NAME OF SUBMITTER:</b>	Michael W. Garvey		
<b>Signature:</b>	/michaelwgarvey/		

CH \$40.00 2217254

Date:

01/09/2009

**Total Attachments: 11**

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**ASSET PURCHASE AGREEMENT**

THIS AGREEMENT is made as of 9th October, 1998,

BETWEEN:

**TRAPEZE SOFTWARE (OHIO) INC.** a corporation incorporated under the laws of the State of Ohio (hereinafter referred to as "Trapeze Inc.") and **TRAPEZE SOFTWARE LLC**, a Wyoming limited liability company (hereinafter referred to as "Trapeze LLC") (Trapeze Inc. and Trapeze LLC are hereinafter referred to, collectively, as the "Purchaser")

- and -

**ECOTRAN CORPORATION**, a corporation incorporated under the laws of the State of Delaware (the "Vendor");

- and -

**ROBERT G. BENSEN Sr.**, a resident of the City of Naples, Florida, both in his personal capacity and on behalf of the Robert G. Bensen Revocable Trust, **ROBERT G. BENSEN Jr.**, a resident of the City of Orange, Ohio, and **DWAINE A. BENSEN**, a resident of the City of Novelty, Ohio (together the "Principals");

- and -

**ECOTRAN, INC.**, a corporation incorporated under the laws of the State of Florida ("Ecotran")

(Ecotran, the Principals and the Vendor being referred to together herein as the "Warrantors")

WHEREAS the Vendor carries on the business of software development and marketing, including developing and marketing software for transportation and redistricting in the education market;

AND WHEREAS the Principals are the controlling shareholders of the Vendor.

AND WHEREAS Ecotran is a lender to the Vendor and is controlled by Robert G. Benson Sr.;

AND WHEREAS the Vendor desires to sell and the Purchaser desires to purchase certain of the assets of the Vendor pertaining to the Purchased Business (as hereafter defined) upon and subject to the terms and conditions hereinafter set forth;

AND WHEREAS the Vendor desires to sell to Trapeze LLC the Purchased Software (as hereafter defined) upon and subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

#### 1.0 INTERPRETATION

1.1 **Definitions.** In this Agreement, unless something in the subject matter or context is inconsistent therewith:

(a) "**Agreement**" means this agreement and all schedules and exhibits hereto and all amendments made hereto and thereto by written agreement between the Vendor and the Purchaser.

(b) "**Assets**" means the assets and undertaking referred to or described in Sections 2.1 and 2.2 hereof.

(c) "**Balance Sheet**" means the balance sheet of the Vendor as at the Balance Sheet Date.

(d) "**Balance Sheet Date**" means September 30, 1998.

(e) "**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in Ontario or Ohio.

(f) "**Claims**" means all losses, damages, expenses, liabilities (whether accrued, actual, contingent, latent or otherwise), claims and demands of whatever nature or kind including, without limitation, all legal fees and costs on a solicitor and client basis.

(g) "**Closing Balance Sheet**" means the balance sheet of the Purchased Business as at the Closing Date, as prepared by the Purchaser in accordance with generally accepted accounting practices, as currently applied by the Vendor.

(h) "**Closing Date**" means October 9, 1998 or such other date as may be agreed to in writing between the Vendor and the Purchaser.

(i) "**Contracts**" means any contract, Lease, agreement, entitlement, commitment or license by which the Purchased Business is bound including, without limitation, all licenses, support and maintenance contracts applicable to the Purchased Software.

(j) "**Disclosure Schedule**" means the list, set out in Schedule D, of exceptions to the Warrantors' representations and warranties.

(k) "**Effective Date**" means the day next following the Closing Date.

(l) "**Employees**" means those employees listed on Schedule G who were employed by the Vendor in the Purchased Business on September 30, 1998.

(m) "**Escrow Agreement**" means the Escrow Agreement to be executed at the Time of Closing among the Purchaser, the Vendor and an escrow agent acceptable to the Purchaser and the Vendor, acting reasonably, in the form of the agreement attached hereto as Schedule J.

(n) "**Excluded Assets**" means the property and assets described in Section 2.3.

(o) "**Excluded Software**" has the meaning set out in Section 2.3(f).

(p) "**Intellectual Property**" has the meaning set out in Section 2.2(d).

(q) "**Financial Statements**" has the meaning set out in Section 3.1(g).

(r) "**Leases**" means all leases or agreements in the nature of a lease and any interest therein, whether of real or personal property (including, without limitation, equipment), to which the Vendor is a party, whether as lessor or lessee, relating to the Purchased Business, all as more particularly described in the Disclosure Schedule.

(s) "**Lien**" includes any security interest, mortgage, encumbrance, option, right of first refusal, lien or charge of any kind, including any limitation on transfer, use, receipt of income or other exercise of any attributes of ownership of the Assets, and includes a license for use or possession of the Assets.

(t) **"MARTT"** means Management and Reporting Technologies, Inc.

(u) **"People Transportation Market"** means the market for software within that sector of the economy related to the transportation of people (as opposed to goods) and including, without limitation, software related to transportation for education, transit, para transit, ambulances, correctional institutions, casinos, ride-shares and taxis.

(v) **"Purchase Price"** has the meaning set out in Section 2.4.

(w) **"Purchased Assets"** means the Assets, excluding the Purchased Software.

(x) **"Purchased Business"** means the business of developing and marketing the Purchased Software for transportation and redistricting in the education market at present and heretofore carried on by the Vendor.

(y) **"Purchased Software"** has the meaning set out in Section 2.1(a).

(z) **"Software"** means the computer programs known by the names as set out in Schedule C, including all versions thereof, and all related documentation, manuals, source code and object code, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, and all other material related to the said computer programs, all as they exist at the Time of Closing, whether under development or as currently being marketed by the Vendor.

(aa) **"Time of Closing"** means 10:00 a.m. (local Toronto Time) on the Closing Date.

(ab) **"Warrantors"** has the meaning set out on the first page of this Agreement.

1.2 **Extended Meanings.** In this Agreement words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

1.3 **Accounting Principles.** Wherever in this Agreement reference is made to a calculation to be made or an action to be taken in accordance with generally accepted accounting principles, such reference will be deemed to be to the generally accepted accounting principles from time to time approved by the American Institute of Chartered Accountants, or any successor institute, applicable as at the date on which such calculation

or action is made or taken or required to be made or taken in accordance with generally accepted accounting principles.

1.4 **Currency.** All references to currency herein are to lawful money of the United States.

1.5 **Schedules.** The following are the Schedules attached hereto and incorporated by reference and deemed to be part hereof:

- Schedule A - Financial Statements;
- Schedule B - Computer and Other Equipment;
- Schedule C - Software;
- Schedule D - Disclosure Schedule;
- Schedule E - Employee and Contractor Agreements;
- Schedule F - Opinion of Vendor's Counsel;
- Schedule G - List of Current and Recently-Departed Employees;
- Schedule H - Insurance;
- Schedule I - Accounts Payable;
- Schedule J - Form of Escrow Agreement;
- Schedule K - Accounts Receivable;
- Schedule L - Form of Employment Agreement;
- Schedule M - Intellectual Property;
- Schedule N - Form of Source Code License Agreement;
- Schedule O - Excluded Assets;
- Schedule P - Leases; and
- Schedule Q - Form of Trade Mark License Agreement.

## 2.0 **SALE AND PURCHASE**

### 2.1 **Purchase and Sale of Purchased Software.**

(a) Upon and subject to the terms and conditions hereof, the Vendor will sell, assign and transfer in perpetuity to Trapeze LLC free and clear of all Liens, and Trapeze LLC will purchase, the Software set out in Section 2.1(a) of Schedule C hereto, being all of the Software used in, marketed by, or under development for, the Purchased Business (the "Purchased Software") and all intellectual property rights worldwide in the Purchased Software, and which, for greater certainty, excludes the Excluded Software (as defined in Section 2.3(f) hereof). It is understood and agreed by the parties that, to the extent that there is Software or any component thereof (including source code) which is an element of, or required for the operation of, both the Purchased Software and the Excluded Software (the "Common Software"), the Common Software shall comprise a portion of the Purchased Software and shall be sold and transferred to the Purchaser hereunder. The parties further

agree that the Vendor shall have and is hereby granted by the Purchaser, a fully-paid, world-wide license to the use of the Common Software, and such license shall be (i) irrevocable, provided that the Vendor, and any transferee of, or successor to, the Vendor's interest in the Common Software, complies with the provisions of Sections 6.1 and 6.2 hereof, and (ii) transferable, provided that the transferee, and any successor thereto, agrees in writing to be bound by the provisions of Sections 6.1 and 6.2 hereof.

(b) The purchase price payable to the Vendor by Trapeze LLC for the Purchased Software shall be \$1,000,000, payable in accordance with the provisions of Section 2.5.

2.2 **Purchase and Sale of Other Assets.** Upon and subject to the terms and conditions hereof, the Vendor will sell, assign and transfer to Trapeze Software (Ohio) Inc. free and clear of all Liens and Trapeze Software (Ohio) Inc. will purchase from the Vendor as a going concern, as of and with effect from the opening of business on the day following the Closing Date, the undertaking and all of the property and assets used by the Vendor or to which the Vendor is entitled and belonging to or used in the Purchased Business of every kind and description and wheresoever situated, save and except those assets listed in Section 2.3 hereof. Without limiting the generality of the foregoing, the assets to be sold and purchased hereunder include:

- (a) **Computer and Other Equipment** - all computer and other equipment and accessories and supplies of all kinds owned by the Vendor in connection with the Purchased Business whether located in or on the premises of the Vendor or elsewhere (except to the extent any of the foregoing are or exclusively relate to Excluded Assets and are listed on Schedule O hereto) including, without limitation, those items listed in Schedule B;
- (b) **Account Receivables** - except as provided in Section 2.3(e), all accounts receivable, trade accounts, notes receivable, book debts and other debts due or accruing due to the Vendor in connection with the Purchased Business, all of which are listed on Schedule K hereto;
- (c) **Contracts, Agreements** - the full benefit of all unfilled orders received by the Vendor in connection with the Purchased Business and all right, title and interest of the Vendor in, to and under all Contracts and any other agreements, engagements, commitments and other rights of or pertaining to the Purchased Business (except to the extent any of the foregoing are or relate exclusively to Excluded Assets) whether written or oral, including, without limitation all the right, title and interest of the Vendor in, to and under the agreements and contracts described in the Disclosure Schedule;



- (d) **Intellectual Property** - all intellectual property of the Vendor existing as of the Time of Closing and used or currently being developed for use in the Purchased Business and all rights of the Vendor therein, worldwide, whether registered or unregistered (the "Intellectual Property"), (except such rights as were transferred to Trapeze LLC pursuant to Section 2.1 hereof), including without limitation:
- (i) **Copyrights** - all copyrights related to the Purchased Business, including without limitation, all copyrights in and to the computer software programs listed in Schedule C, including the Purchased Software and all applications and registrations of such copyrights;
  - (ii) **Trade-marks** - all trade-marks, trade-names, service marks, brand names, logos or the like related to the Purchased Business transferred to Trapeze Software (Ohio) Inc., whether used in association with wares or services, those trade-marks listed in Schedule C and all applications, registrations, renewals, modifications and extensions of such trade-marks;
  - (iii) **Patents** - all patents, patent applications and other patent rights, if any, of the Purchased Business, including divisional and continuation patents;
  - (iv) **Technology** - all technology created, developed or acquired by the Purchased Business whether or not patented or patentable and whether or not fixed in any medium whatsoever, including without limitation, all inventions, know how, techniques, processes, procedures, methods, trade secrets, research and technical data, records, formulae, designs, sketches, patterns, specifications, schematics, blue prints, flow charts or sheets, equipment and parts lists and descriptions, samples, reports, studies, findings, algorithms, instructions, guides, manuals, and plans for new or revised products and/or services; and
  - (v) **Licenses** - all licenses, sub-licenses and franchises related to the Purchased Business in which the Vendor is a licensee or a licensor of intellectual property of a nature described in paragraphs (i)-(iv) above.
- (e) **Work in Process** - all work in process relating to the Purchased Business;
- (f) **Prepaid Expenses** - all prepaid expenses and deposits pertaining to the Purchased Business including, without limitation, prepaid deposits on trade shows;

to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication may not be mailed but must be given by personal delivery.

8.10 Counterparts. This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered (by facsimile transmission or otherwise) shall be an original, but all such counterparts shall together constitute one and the same instrument.

8.11 Announcements. All announcements, public notices and any other communication regarding this Agreement and the transactions contemplated hereby to be made by the Vendor must be approved in writing in advance by the Purchaser.

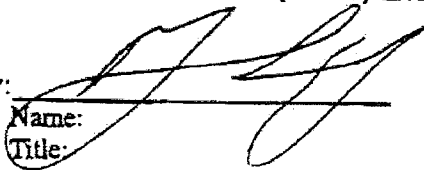
8.12 Governing Law; Attornment. This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Without prejudice to the ability of the Purchaser to enforce this Agreement in any other proper jurisdiction, the Warrantors hereby irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario. To the extent permitted by applicable law, the Warrantors irrevocably waive any objection (including any claim of inconvenient forum) that they may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of Ontario.

IN WITNESS WHEREOF the parties have executed this Agreement.

TRAPEZE SOFTWARE (OHIO) INC.

By:

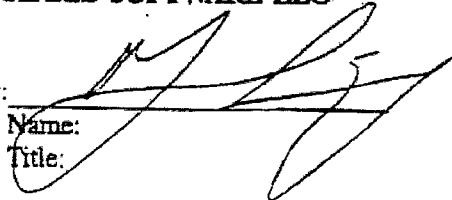
Name:  
Title:



TRAPEZE SOFTWARE LLC

By:

Name:  
Title:



to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication may not be mailed but must be given by personal delivery.

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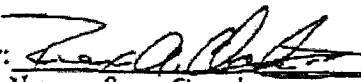
8.12 Governing Law; Attornment. This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Without prejudice to the ability of the Purchaser to enforce this Agreement in any other proper jurisdiction, the Warrantors hereby irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario. To the extent permitted by applicable law, the Warrantors irrevocably waive any objection (including any claim of inconvenient forum) that they may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of Ontario.

IN WITNESS WHEREOF the parties have executed this Agreement.

**TRAPEZE SOFTWARE (OHIO) INC.**

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

**TRAPEZE SOFTWARE LLC**

By:   
Name: Rex Clark  
Title: Manager

OCT- 9-98 FRI 15:17  
OCT-08-98 THU 12:35 PM

SPIETH BEL MCCURDY NEWEL  
Spieth Bell McCurdy

FAX NO. 2166966569  
FAX NO. 216 696 2736

P. 04/08  
P. 03/03

*Bill [unclear]*

*[Handwritten signature]*  
*[Handwritten signature]*  
- 43 -

ECOTRAN INC.

By: *[Signature]*  
Name: Robert G. Bensen, Sr.  
Title: Ch. Pres.

*Mary Alie Cavaliere*  
Witness

*[Signature]*  
ROBERT G. BENSEN Sr.

*Mary Alie Cavaliere*  
Witness

*[Signature]*  
ROBERT G. BENSEN Sr., for and on  
behalf of the Robert G. Bensen Revocable  
Trust

*Mary Alie Cavaliere*  
Witness

*[Signature]*  
DWAYNE A. BENSEN

*Mary Alie Cavaliere*  
Witness

*[Signature]*  
ROBERT G. BENSEN Jr.

## Schedule C

2.1 (a) MapNet  
MapNet Plus  
MapNet NT  
MARTI Project  
MapNet Lite

2.3 f QuickBooks