

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Data Dynamics, Ltd.		01/01/2009	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	GrapeCity, Inc.		
Street Address:	3-1-4 Purple Hills, Izumi-ku		
City:	Sendai		
State/Country:	JAPAN		
Postal Code:	981-3205		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77530107	ACTIVEREPORTS	
CORRESPONDENCE DATA			
Fax Number:	(206)464-0484		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-386-5916		
Email:	dnitz@vjgseattle.com		
Correspondent Name:	Daren Nitz		
Address Line 1:	600 University Street		
Address Line 2:	Suite 2424		
Address Line 4:	Seattle, WASHINGTON 98101		
DOMESTIC REPRESENTATIVE			
Name:	Vandenberg Johnson & Gandara		
Address Line 1:	600 University Street, Suite 2424		
Address Line 2:	Attn: Daren Nitz		
Address Line 4:	Seattle, WASHINGTON 98101		

OP \$40.00 77530107

TRADEMARK

NAME OF SUBMITTER:	Daren Nitz
Signature:	/Daren Nitz/
Date:	02/02/2009
Total Attachments: 4 source=7 - Trademark Application Assignment#page1.tif source=7 - Trademark Application Assignment#page2.tif source=7 - Trademark Application Assignment#page3.tif source=7 - Trademark Application Assignment#page4.tif	

TRADEMARK APPLICATION ASSIGNMENT

THIS TRADEMARK APPLICATION ASSIGNMENT (this "Assignment") is made and entered into as of January 1, 2009 ("Effective Date") by and between Data Dynamics, Ltd., an Ohio limited liability company ("Data Dynamics"), and GrapeCity, Inc., a Japanese corporation ("GrapeCity"), in connection with the Asset Purchase Agreement, dated October 31, 2008, by and between Data Dynamics and GrapeCity (the "Asset Purchase Agreement").

WHEREAS, Data Dynamics wishes to assign to GrapeCity, and GrapeCity wishes to acquire from Data Dynamics, the United States trademark application set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, pursuant to the requirements of the Asset Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Data Dynamics hereby sells, assigns, transfers and sets over to GrapeCity its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for GrapeCity's own use and enjoyment, and for the use and enjoyment of GrapeCity's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Data Dynamics if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for GrapeCity's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

(1) Data Dynamics hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record GrapeCity as the assignee and owner of the Marks.

(2) Data Dynamics shall take all further actions, and provide to GrapeCity, GrapeCity's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by GrapeCity and at GrapeCity's expense, to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that GrapeCity reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (iv) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

[Signature Page Follows]

IN WITNESS WHEREOF, Data Dynamics and GrapeCity have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

DATA DYNAMICS, LTD.,

GRAPECITY, INC.,

By: 
Timothy L. Moffatt, President

By: _____
Naoyuki Baba, President

[Signature Page – Trademark Assignment]

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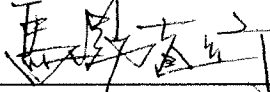
TRADEMARK
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DATA DYNAMICS, LTD.,

GRAPECITY, INC.,

By: _____
Timothy L. Moffatt, President

By:  _____
Naoyuki Baba, President

SCHEDULE A

U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Date of Application</u>
ActiveReports	77530107	July 24, 2008