

4/6/09

RECEIVED
APR - 6

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

04-07-2009

RECC
TF



is or the new address(es) below.

1. Name of conveying party(ies):

Argent Software, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 1 November 2008

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

103555534

2. Receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Argent Software Group, Inc.

Internal Address: _____
Address: _____

Street Address: 2 Bridgewater Road

City: Farmington

State: CT

Country: United States Zip: 06032

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship United States
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2876273, 2857354, 2430777, 2593387, 1988161

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Dean Lekos

Internal Address: _____

Street Address: 2 Bridgewater Road

City: Farmington

State: CT Zip: 06032

Phone Number: 860.674.1700

Fax Number: 860.409.4581

Email Address: deanl@argent.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 200.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information

Patent Ref: 04/06/2009 DRYNE 0000166/46

CHECK Refund Total: \$60.00

Deposit Account Number _____

Authorized User Name _____

04/06/2009 DRYNE 0000074 2876273

9. Signature:

Andrew Blencowe
Signature

Andrew Blencowe
Name of Person Signing

01 FC:8521 1 November 2008 40.00 00
02 FC:8522 Date 100.00 00

Total number of pages including cover sheet, attachments, and document: 1:4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003964 FRAME: 0438

TRADEMARK ASSIGNMENT

Effective date: 1 November 2008

Assignor: Argent Software, Inc.
2 Bridgewater Road
Farmington, CT 06032

Assignee: Argent Software Group, Inc.
75 Rockefeller Plaza
New York, NY 10019

Summary:

1. The Assignor is the owner of the trademarks described in Appendix A (the Trademarks), along with all of the rights and goodwill associated with the products sold under the Trademarks in the United States.
2. Assignor desires to assign all of the Trademarks to Assignee.

Assignment:

3. In consideration for the mutual promises expressed in this Assignment and valuable consideration, the receipt of which is hereby acknowledged by Assignor, the parties agree as follows:
4. Assignor hereby conveys, transfers, assigns, and delivers to Assignee all of its right, title, and interest in and to the Trademarks, along with (i) Assignor's goodwill; (ii) all income, royalties, and damages that become due or payable to Assignor with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of the Trademarks; and (iii) all rights to sue for past, present, and future infringements or misappropriations of the Trademarks. Assignor and Assignee acknowledge that certain of the Trademarks are subject to an existing license agreement between Assignor and ArgSoft Intellectual Property Holdings Limited and this Assignment is subject to this license and this license shall remain in full force and effect.
5. Despite the preceding paragraph, nothing in this Assignment shall be construed to vest in Assignee any right, title, or interest in the Trademarks or in any registrations of the Trademarks, outside of the United States.
6. Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title and interest in the Trademarks.

**Trade Secret of Argent Software, Inc.
Proprietary and Confidential Information
Page 1 of 3**

**TRADEMARK
REEL: 003964 FRAME: 0439**

General:

7. This Assignment and all of the terms of this Assignment shall be binding upon and shall inure to the benefit of the respective assignees, successors, trustees, and administrators of Assignor and Assignee.

8. No waiver, amendment, or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment shall be effective unless in writing and signed by both parties to this Assignment.

9. No waiver by any party to this Assignment of any default in performance by the other party to this Assignment or any breach of the terms and conditions of this Assignment shall constitute any waiver of any subsequent default or breach under the terms of this Assignment.

10. If any provision of this Assignment is found invalid or unenforceable under judicial decision, the remainder shall remain valid and enforceable according to its terms.

11. This Assignment shall be governed by the laws of the State of Connecticut.

Understood, Agreed, and Accepted

We have reviewed this Assignment and agree to its terms and conditions. We have executed this Assignment as of the Effective Date first written above.

Assignor:

Assignee:

ARGENT SOFTWARE, INC.

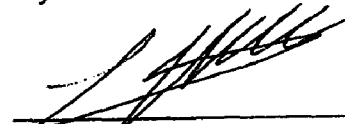
ARGENT SOFTWARE GROUP, INC.

By:

By:



Andrew Blencowe
President



Ji Hee Lee
Director

Appendix A

Trademarks:

THE ARGENT DEFENDER; Registration number 2876273

ARGENT; Registration number 2857354

THE ARGENT GUARDIAN; Registration number 2430777

THE ARGENT PREDICTOR; Registration number 2593387

ARGENT SOFTWARE; Registration number 1988161

**Trade Secret of Argent Software, Inc.
Proprietary and Confidential Information
Page 3 of 3**