

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Avaki Corporation		04/25/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Sybase, Inc.		
Street Address:	One Sybase Drive		
City:	Dublin		
State/Country:	CALIFORNIA		
Postal Code:	94568		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2867267	AVAKI DATA GRID	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(703)273-7684		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703.273.7680		
Email:	rshapiro@sasiplaw.com		
Correspondent Name:	Ronald E. Shapiro		
Address Line 1:	11350 Random Hills Road		
Address Line 2:	Suite 740		
Address Line 4:	Fairfax, VIRGINIA 22030		
ATTORNEY DOCKET NUMBER:	CPA7212		
NAME OF SUBMITTER:	Ronald E. Shapiro		
Signature:	/Ronald E. Shapiro/		
Date:	07/29/2009		

OP \$40.00 2867267

**Total Attachments: 6**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of April 25, 2005 by Avaki Corporation, a Delaware corporation ("Assignor"), for the benefit of Sybase, Inc., a Delaware corporation ("Assignee").

### RECITALS

A. Assignee and Assignor have entered into that certain Asset Purchase Agreement dated as of April 14, 2005 (the "Asset Purchase Agreement"). Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, Assignor has agreed, among other things, to sell, assign, transfer, convey and deliver, and Assignee has agreed to purchase, acquire and accept, the Assets, in each case all upon the terms and subject to the conditions set forth therein.

C. Pursuant to Section 2.1(a) of the Asset Purchase Agreement, Assignor desires to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under all Company Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, free and clear of all Liens, all of Assignor's entire right, title and interest in, to and under the Company Intellectual Property, including, without limitation, the Company Intellectual Property set forth in Schedule 3.14 of the Asset Purchase Agreement, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Company Intellectual Property is or may be licensed, granted or reissued as entirely as the same would have been held and enjoyed by Assignor had this sale, assignment, transfer, conveyance and delivery not been made; together with all claims for damages by reason of past infringements of the Company Intellectual Property, with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives. Assignor acknowledges that it shall have no further rights to the Company Intellectual Property, including without limitation any licenses to the Company Intellectual Property, and that any further modification, improvement or invention by Assignee based on or in connection with the Company Intellectual Property will be solely owned by Assignee.

2. Further Assurances. At any time and from time to time after the date hereof, at Assignee's reasonable request and without further consideration therefor, Assignor agrees that it

will execute and deliver to Assignee such other instruments of sale, assignment, transfer, conveyance and delivery, provide such materials and information and take such other actions, as may reasonably be necessary in order more effectively to assign, transfer and convey unto Assignee, or confirm Assignee's title or rights in or to, all of the Company Intellectual Property assigned, transferred and conveyed by Assignor to Assignee pursuant hereto, to put Assignee in actual possession and control of the Company Intellectual Property assigned, transferred and conveyed by Assignor to Assignee pursuant hereto to the full extent permitted by applicable Law, and to assist Assignee in exercising and enjoying all rights and benefits appurtenant thereto.

3. Power of Attorney. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. Conflict with Asset Purchase Agreement. Purchaser and Company hereby acknowledge and agree that the provisions of this Assignment shall not limit the full force and effect of the terms and provisions of the Asset Purchase Agreement, and that in the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall prevail, govern and control in all respects without limitation.

{SIGNATURE PAGE FOLLOWS ON NEXT PAGE}

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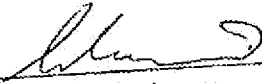
ANDRE BOISVERT

(919)841-1167

P. 4

IN WITNESS WHEREOF, Assignor, intending to be legally bound hereby, has duly executed this Assignment on the date first above written.

AVAKI CORPORATION

By:   
Name: *Andre Boisvert*  
Title: *CHAIRMAN & PRESIDENT*

ACKNOWLEDGED AND AGREED TO BY:  
SYBASE, INC.

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

Date: April \_\_, 2005

[ASSIGNMENT OF INTELLECTUAL PROPERTY]

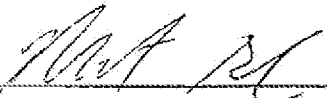
IN WITNESS WHEREOF, Assignor, intending to be legally bound hereby, has duly executed this Assignment on the date first above written.

AVAKI CORPORATION

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

ACKNOWLEDGED AND AGREED TO BY:

SYBASE, INC.

By:   
Name:  
Title:

Date: April \_\_, 2005

[ASSIGNMENT OF INTELLECTUAL PROPERTY]

**TRADEMARK**  
**REEL: 004034 FRAME: 0160**

Disclosure Schedule

Asset Purchase Agreement Between Avaki Corporation and Sybase, Inc.  
Dated as of April 14, 2005

Section 3.14 – Intellectual Property

3.14(a) LISTING OF COMPANY PRODUCTS

Avaki 6.0.1  
Avaki Compute Grid 2.6 (supported only for customers under maintenance contracts – no current development)  
Avaki Data Grid 5.x  
Avaki Data Grid 4.x  
Avaki Data Grid 3.x  
Avaki Comprehensive Grid 3.0  
Avaki Grid 2.0, 2.1, 2.5  
The Company also licensed Legion Software (from license from UVA prior to Assignment Agreement) to customers

Services related to Company Products:  
Professional services related to software license sales of Avaki 6.0.1 and previous versions  
Maintenance support related to software license sales of Avaki 6.0.1 and previous versions

3.14(b) LISTING OF REGISTERED INTELLECTUAL PROPERTY RIGHTS

Copyrights:  
Legion Virtual Computer Software Package – Registration # TX-5-324-273

Trademarks - Registered:  
AVAKI  
AVAKI DATA GRID  
MISCELLANEOUS DESIGN (AVAKI)  
WORK AS ONE  
LEGION  
APPLIED META  
SERVICE MARK (PINWHEEL)  
APPLIED METACOMPUTING

Trademarks – application in process:  
EH PLUS

Domain Names:  
Avaki.com  
Avaki.net  
Avaki.org  
Avaki.tv  
Avaki.ws

Disclosure Schedule

Asset Purchase Agreement Between Avaki Corporation and Sybase, Inc.  
Dated as of April 14, 2005

Avaki.info  
Avaki.biz  
Globalbiogrid.com  
Globalbiogrid.net  
Globalbiogrid.org

**3.14(c) REGISTERED INTELLECTUAL PROPERTY RIGHTS WORK IN 180 DAYS**

Trademarks -- application in process:  
EII PLUS

**3.14(d) COMPANY INTELLECTUAL PROPERTY**

Products - Avaki 6.01 and Avaki Compute Grid 2.6 are owned by the Company

The Company would need to internally develop new software for the functions listed in the Roadmap along with licensing a third party product for transaction process monitoring.

**3.14(e) ACQUIRED INTELLECTUAL PROPERTY**

Legion Virtual Computer Software -- developed at the University of Virginia; copyright acquired by the Company pursuant to the Assignment Agreement by and between the Company and University of Virginia Patent Foundation, as amended.

Company owns work developed by Digital Globalsoft under the Strategic Business Agreement between the Company and Digital Globalsoft Limited. The Company did not obtain an assignment, available upon request under the contract, from Digital Globalsoft.

**3.14(g) COMPANY OWNED INTELLECTUAL PROPERTY**

Company Licensed Intellectual Property -- ongoing royalty payments will be due and payable under their contracts (see contracts listed in Section 3.13(a) (xiv))

**3.14(h) COMPANY OWNED OR LICENSED INTELLECTUAL PROPERTY FREE OF ENCUMBRANCES OR LICENSES**

- Assignment Agreement by and between the Company and University of Virginia Patent Foundation, as amended (see Section 3.14(g))
- Technology Partner Agreement by and between Ascential Software Corporation and the Company, dated March 11, 2004
- Testing, Demonstration and Marketing Agreement by and between the Company and Sun Microsystems, Inc, dated March 29, 2002