

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Purchase Agreement	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
Immersion Corporation			06/30/2009
		Entity Type	
		CORPORATION: DELAWARE	
RECEIVING PARTY DATA			
Name:		Revware, Inc.	
Composed Of:		COMPOSED OF William T Welsh, Raleigh, NC	
Street Address:		5008 Royal Troon Dr	
City:		Raleigh	
State/Country:		NORTH CAROLINA	
Postal Code:		27604	
Entity Type:		CORPORATION: NORTH CAROLINA	
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76393122	MICROSCRIBE	
CORRESPONDENCE DATA			
Fax Number:		(919)790-9110	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		919-790-0000	
Email:		tomwelsh@revware.net	
Correspondent Name:		William T Welsh	
Address Line 1:		PO Box 90786	
Address Line 4:		Raleigh, NORTH CAROLINA 27675	
NAME OF SUBMITTER:		William T Welsh	
Signature:		/William T Welsh/	
Date:		09/17/2009	
Total Attachments: 51			

OP \$40.00 76393122

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**TRADEMARK
 REEL: 004063 FRAME: 0703**

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made as of June 30, 2009, by and between REVWARE, INC., a North Carolina corporation (“**Buyer**”), and Immersion Corporation, a Delaware corporation (“**Seller**”).

RECITALS

WHEREAS, Seller has engaged in the manufacturing, marketing and selling of MicroScribe equipment used to capture 3D measurements (the “**Business**”); and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer; substantially all of the assets, properties, rights and claims of the Business on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

ARTICLE 1. THE TRANSACTION

1.1 Purchased Assets. Subject to the terms and conditions of this Agreement, at the Closing (as defined below), Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in the following assets, properties, goodwill and rights of Seller (collectively, the “**Purchased Assets**”):

(a) **Inventory.** The inventory of products manufactured, sold or distributed by Seller as part of the Business (the “**Seller Products**”), including the raw materials, work in process and finished goods all as listed on Schedule 1.1(a);

(b) **Machinery and Equipment.** The tools, machinery and equipment listed on Schedule 1.1(b);

(c) **Intellectual Property.** The rights in and to the intellectual property listed on Schedule 1.1(c) (collectively, the “**Seller Intellectual Property**”), including patents used exclusively in the Business and set forth on Schedule 1.1(c) (the “**MicroScribe Only Patents**”); provided, however that the MicroScribe Only Patents is and shall remain subject to the licenses granted to Microsoft Corporation, a Washington corporation (“**Microsoft**”), pursuant to that certain License Agreement, dated July 25, 2003, by and between Seller and Microsoft;

(d) **Contracts.** The rights under the contracts listed on Schedule 1.1(d) (collectively, the “**Seller Contracts**”);

(e) **Documentation.** All documentation, books, records, files, documents, correspondence, customer lists and customer information, marketing and promotional materials,

plans, drawings, specifications, studies, reports, and other documentation directly relating to the Business, including but not limited to the documentation identified on Schedule 1.1(e); and

(f) Goodwill. All goodwill generated by or associated with the Business.

1.2 Assumed Liabilities. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall assign, and Buyer shall assume, the Assumed Liabilities. For the purposes of this Agreement, the “**Assumed Liabilities**” shall mean the following liabilities of Seller:

(a) The obligations of Seller under the Seller Contracts to furnish goods or services after the Closing Date (as defined below) or to pay for goods or services after the Closing Date;

(b) The liabilities of Seller for warranties for Seller Products, including Seller Products sold prior to the Closing Date; and

(c) The liabilities of Seller specifically listed on Schedule 1.2.

(d) Buyer shall assume no liability or obligation under the Assumed Liabilities directly relating to any breach by Seller of any Seller Contract prior to the Closing Date, breach by Seller of any obligations under warranties provided by Seller for Seller Products sold prior to the Closing Date; breach by Seller prior to the Closing Date of any of the obligations set forth on Schedule 1.2, infringement by Seller prior to the Closing Date of any intellectual property rights of any third party, violations of law by Seller prior to the Closing Date, or violations of any environmental laws by Seller prior to the Closing Date.

1.3 Excluded Assets. Notwithstanding Section 1.1, the following assets of Seller (the “**Excluded Assets**”) shall not be included in the Purchased Assets:

(a) Cash. Cash, cash equivalents and marketable securities;

(b) Accounts Receivable. Any and all accounts receivable related to sales prior to the Closing, except for accounts receivable with respect to which Seller has on-going obligations (other than warranty-related and support obligations); and

(c) Licensed Patents. Any rights in the patents licensed by Seller to Buyer pursuant to the Patent License (as defined below)(the “**Licensed Patents**”).

1.4 Excluded Liabilities. Except for the Assumed Liabilities, Buyer shall not assume and shall not be liable or responsible for any other liability (the “**Excluded Liabilities**”). Subject to the limitations, restrictions and other terms and conditions set forth in Article 7, Seller shall indemnify and hold Buyer harmless for any and all liabilities related to the Business that are not specifically assumed under the terms and conditions of this Agreement.

ARTICLE 2. PURCHASE AND SALE

2.1 Terms of Purchase and Sale. As full consideration for the sale, assignment, transfer and delivery of the Purchased Assets by Seller to Buyer, Buyer shall deliver to Seller at the Closing U.S.\$1,832,000.00 (One Million Eight Hundred Thirty-Two Thousand) (the “**Purchase Price**”), payable in the following manner:

(a) A wire transfer of immediately available funds in an aggregate amount of U.S. \$20,000 (Twenty Thousand Dollars) (the “**Cash Amount**”) to be delivered at the Closing; and

(b) A secured promissory note payable to Seller in the original principal amount of U.S. \$1,812,000 (One Million Eight Hundred Twelve Thousand Dollars), substantially in the form attached hereto as Exhibit A (the “**Note**”).

2.2 Transfer Taxes; Prorations.

(a) Seller shall bear and pay any sales taxes, value added taxes, use taxes, transfer taxes, documentary charges or similar taxes, charges or fees (collectively, “**Transfer Taxes**”) that may become payable in connection with the sale of the Purchased Assets by Seller to Buyer.

(b) Seller shall be responsible for and shall pay any Taxes (as defined below) arising or resulting from or in connection with the conduct of the Business or the ownership of the Purchased Assets attributable to the taxable period ending on or before the close of business on the Closing Date, or, in the case of any taxable period which includes, but does not end on, the Closing Date, the portion of such period up to and including the Closing Date. Buyer shall be responsible for and shall pay any Taxes arising or resulting from or in connection with the conduct of the Business or the ownership of the Purchased Assets attributable to the taxable period beginning after the close of business on the Closing Date or, in the case of any tax period which includes, but does not begin, after the close of business on the Closing Date, the portion of such period beginning after the close of business on the Closing Date.

(c) All real property, personal property, ad valorem or other similar Taxes (not including income Taxes) levied with respect to the Purchased Assets or the Business before the Closing shall be paid by Seller. All real property, personal property, ad valorem or other similar Taxes (not including income Taxes) levied with respect to the Purchased Assets or the Business after the Closing shall be paid by Buyer.

(d) “**Tax**” (and, with correlative meaning, “**Taxes**” and “**Taxable**”) means any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, custom, duty or other tax, governmental fee or other assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount and any interest on such penalty, addition to tax or additional amount, imposed by any governmental authority responsible for the imposition, assessment or collection of any Tax.

2.3 Allocation of Purchase Price. The parties agree to allocate the Purchase Price among the Purchased Assets as specified on Schedule 2.3. The allocation of the Purchase Price set forth on Schedule 2.3 is intended to comply with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended. The parties agree that:

(a) such allocation was determined in an arm's length negotiation and that none of the parties shall take a position on any Tax return (including IRS Form 8594), before any Tax authority or in any judicial proceeding that is in any way inconsistent with such allocation without the written consent of the other party or unless specifically required pursuant to a determination by an applicable Tax authority;

(b) they shall cooperate with each other in connection with the preparation, execution and filing of all Tax returns related to such allocation; and

(c) they shall promptly advise each other regarding the existence of any tax audit, controversy or litigation related to such allocation.

ARTICLE 3. THE CLOSING

3.1 Time and Place of Closing. The closing of the purchase and sale provided for in this Agreement (the "**Closing**") shall occur at the offices of Seller, 801 Fox Lane, San Jose, California 95131, on the date of this Agreement (the "**Closing Date**").

3.2 Closing Deliveries by Seller. At the Closing, Seller shall take all steps reasonably necessary to place Buyer in actual possession and operating control of the Business and the Purchased Assets.

3.3 Closing Deliveries by Buyer. At the Closing, Buyer shall deliver the following items, duly executed by Buyer as applicable:

(a) Wire Transfer. A wire transfer to Wells Fargo Bank, N.A. for credit to Seller's account, in the amount of the Cash Amount; and

(b) Note. The executed Note.

3.4 Closing Deliveries by Buyer and Seller. At the Closing, Buyer and Seller shall deliver the following items, duly executed:

(a) Assignment and Assumption Agreement. Assignment and Assumption Agreement, covering all of the Assumed Liabilities, substantially in the form attached hereto as Exhibit B (the "**Assignment and Assumption**");

(b) Intellectual Property Assignment. Any and all documents necessary to properly record the assignment to Buyer of all of Seller's right, title and interest in and to Seller Intellectual Property, including:

(i) a trademark assignment, in the form of Exhibit C attached hereto, for all of the trademarks (the “**Trademark Assignment**”);

(ii) a copyright assignment, in the form of Exhibit D hereto, for all of the copyrights (the “**Copyright Assignment**”);

(iii) a domain name assignment, substantially in the form of Exhibit E attached hereto, for all of the domain names (the “**Domain Name Assignment**”); and

(iv) a patent assignment, substantially in the form of Exhibit F attached hereto, for all of the MicroScribe Only Patents (the “**Patent Assignment**”).

(c) Patent License. A patent license, in the form attached hereto as Exhibit G (the “**Patent License**”);

(d) Transition Services Agreement. A transition services agreement, in the form attached hereto as Exhibit H (the “**Transition Services Agreement**”);

(e) Security Agreement. A security agreement setting forth the terms and conditions related to Seller’s security interest in the Purchased Assets in connection with the execution of the Note, in the form attached hereto as Exhibit I (the “**Security Agreement**”); and

(f) General Assignment and Bill of Sale. General Assignment and Bill of Sale covering all of the applicable Purchased Assets, in the form attached hereto as Exhibit J (the “**General Assignment and Bill of Sale**”).

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer that the statements contained in this Article are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date:

4.1 Organization and Qualification. Seller is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Seller is duly qualified or licensed as a foreign corporation to conduct business and is in good standing in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except where the failure to be so duly qualified or licensed and in good standing, individually or in the aggregate, would not have a material adverse effect on the condition, properties or operations of Seller.

4.2 Authority. Seller has all necessary power and authority to execute and deliver this Agreement and all other documents contemplated by this Agreement (collectively, the “**Transaction Documents**”), to perform its obligations hereunder, and to consummate the transactions contemplated by the Transaction Documents (the “**Transaction**”). The execution and delivery of the Transaction Documents and the consummation by Seller of the Transaction

have been duly and validly authorized by all requisite action and no other corporate proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the Transaction. The Transaction Documents have been duly and validly executed and delivered by Seller. The Transaction Documents constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles related to or limiting creditors' rights generally and by the availability of equitable remedies and defenses.

4.3 No Conflicts. The execution, delivery and performance of the Transaction Documents by Seller do not and will not, with or without notice or lapse of time,

(a) conflict with or violate Seller's Certificate of Incorporation or bylaws or equivalent organizational documents; or

(b) conflict with or violate any legal requirement applicable to Seller or by which any property or asset of Seller is bound or affected, except where the existence of such conflict or violation would not, individually or in the aggregate, have a material adverse effect on the condition, properties or operations of Seller.

4.4 Title to Purchased Assets. Except as set forth in Schedule 4.4, (1) Seller has good and marketable title to, is the exclusive legal and equitable owner of, and has the power and right to sell, assign and deliver the Purchased Assets, and (2) the Purchased Assets are free and clear of all encumbrances or restrictions on transfer except any encumbrances created in favor of Seller by the Security Agreement and the Note.

4.5 Compliance. The Seller has complied in all material respects with all laws, rules and regulations of federal, state, local and any other governmental agencies, in each case, that are applicable to the Business, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Seller regarding any failure to so comply with such laws, rules and regulations of federal, state, local and any other governmental agencies, in each case, that are applicable to the Business.

4.6 Taxes. Seller has timely filed all tax returns that it was required to file relating to the Business. All taxes owed by Seller relating to the Business have been paid. There is no dispute or claim concerning any tax liability relating to the Business or the Purchased Assets.

4.7 Intellectual Property. Seller owns and possesses the right to use all of the intellectual property included in the Purchased Assets. Other than as set forth in Schedule 4.7, Seller has received no charge, complaint, claim, demand, or notice alleging any claim that Seller, due to its ownership of the Business, must license or refrain from using any of the intellectual property included in the Purchased Assets. Other than the Licensed Patents, Schedule 1.1(c) sets forth a complete and accurate list or description of all of the intellectual property which the Business uses in the ordinary course of business.

4.8 Inventory. The inventories of the Business, including both finished goods and raw materials, are set forth in Schedule 1.1(a).

4.9 Litigation. Except for the matters set forth in Schedule 4.9, Seller is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge with respect to the Business by any court or quasi judicial or administrative agency of any federal, state or local jurisdiction or before any arbiter, nor is Seller a party to or, to the best of Seller's knowledge, is Seller threatened to be made a party to any such action, suit, proceeding, hearing or investigation with respect to the Business of, in, or before any court or quasi judicial or administrative agency of any federal, state or local jurisdiction or before any arbiter.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Buyer that, as of the date hereof:

5.1 Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Buyer is duly qualified or licensed as a foreign corporation to conduct business and is in good standing in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except where the failure to be so duly qualified or licensed and in good standing would not have a material adverse effect on the condition, properties or operations of Buyer.

5.2 Authority. Buyer has all necessary power and authority to execute and deliver the Transaction Documents, to perform its obligations hereunder, and to consummate the Transaction. The execution and delivery of the Transaction Documents and the consummation by Buyer of the Transaction have been duly and validly authorized by all requisite action and no other corporate proceeding on the part of Buyer is necessary to authorize the Transaction Documents or to consummate the Transaction. The Transaction Documents have been duly and validly executed and delivered by Buyer. The Transaction Documents constitute, the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles related to or limiting creditors' rights generally and by the availability of equitable remedies and defenses.

5.3 No Conflicts. The execution, delivery and performance of this Agreement and the other Transaction Documents by Buyer do not and will not, with or without notice or lapse of time,

(a) conflict with or violate any of Buyer's charter documents, or

conflict with or violate any legal requirement applicable to Buyer or by which any property or asset of Buyer is bound or affected, except where the existence of such conflict or violation would not, individually or in the aggregate, have a material adverse effect on the condition, properties or operations of Buyer.

5.4 Financial Capacity. Buyer has sufficient funds, or shall use best efforts to procure adequate financing, to enable Buyer to pay the Purchase Price as it comes due and to perform all of its obligations hereunder.

ARTICLE 6. ADDITIONAL AGREEMENTS

6.1 Expenses. Whether or not the Transaction is consummated, except as otherwise provided herein, all fees and expenses incurred in connection with the Transaction including, but not limited to, all legal, accounting, financial, advisory, consulting and all other fees and expenses of third parties incurred by a party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the Transaction contemplated hereby, shall be the obligation of the respective party incurring such fees and expenses.

6.2 Bulk Sales Law Waiver. Each party hereto agrees to waive compliance by the other with any applicable bulk sales legal requirements in connection with the Transaction.

6.3 Noncompete.

(a) From and after the Closing, Seller shall not, directly or indirectly until the fifth anniversary of the Closing Date, engage in, own, manage, operate, control, or participate in the ownership, management, operation, control of that part of the business of any individual or entity whose products or activities are the same as, similar to or in any way competitive with any of the products or activities of the Business as currently conducted in the Restricted Territory (as defined below);

(b) **“Restricted Territory”** shall mean the United States and in addition, every country, territory, state, county, jurisdiction or other political subdivision in which Seller has engaged in the sale of Seller Products prior to the Closing Date.

(c) Notwithstanding the foregoing, the provisions of this Section 6.3 shall not prevent Seller from owning shares representing up to five percent (5%), on a fully-diluted basis, of the voting power of the total shares of all classes of stock outstanding of any corporation having securities listed on any national securities exchange or on the Nasdaq Global Market.

(d) Notwithstanding the foregoing, the provisions of this Section 6.3 shall not prevent Seller from granting to any third party any of Seller’s rights (other than rights expressly granted to Buyer pursuant to the Patent License) with respect to the Licensed Patents (as defined in the Patent License).

(e) The parties agree that in the event of a breach by Seller of any of the covenants set forth in Section 6.3, monetary damages alone would be inadequate to fully protect Buyer from, and compensate Buyer for, the harm caused by such breach or threatened breach. Accordingly, Seller agrees that if it breaches or threatens breach of any provision of Section 6.3, Buyer shall be entitled to, in addition to any other right or remedy otherwise available, injunctive relief restraining such breach or threatened breach and to specific performance of any such provision of Section 6.3.

ARTICLE 7. INDEMNIFICATION

7.1 Survival of Representations and Warranties. All representations and warranties of Seller or Buyer in this Agreement or any other Transaction Document shall survive the Closing until the second anniversary of the Closing Date. The indemnification obligations set forth in this Article 7 shall survive with respect to any claim relating to a Buyer Indemnifying Event or a Seller Indemnifying Event made prior to the expiration of the applicable survival period until such claim or claims are resolved.

7.2 Indemnification by Buyer. Subject to the limitations set forth in this Article 7, Buyer shall indemnify, defend and hold harmless Seller and its representatives from and against any and all damages, whether or not involving a third party claim, including reasonable attorneys' fees ("**Seller Damages**"), arising out of, relating to or resulting from (a) any breach of a representation or warranty of Buyer contained in this Agreement or in any other Transaction Document, (b) any breach of a covenant of Buyer contained in this Agreement or in any other Transaction Document, or (c) any Assumed Liability (collectively, a "**Buyer Indemnifying Event**").

7.3 Indemnification by Seller. Subject to the limitations set forth in this Article 7, Seller shall indemnify, defend and hold harmless Buyer and its representatives from and against any and all damages, whether or not involving a third party claim, including reasonable attorneys' fees ("**Buyer Damages**"), arising out of, relating to or resulting from (a) any breach of a representation or warranty of Seller contained in this Agreement or in any other Transaction Document, (b) any breach of a covenant of Seller contained in this Agreement or in any other Transaction Document, (c) any Excluded Liability, or (d) any liability related to the conduct of the Business by Seller prior to the Closing Date (other than Assumed Liabilities) (collectively, a "**Seller Indemnifying Event**").

7.4 Procedures for Indemnification. Promptly after receipt by a party entitled to indemnification hereunder (the "**Indemnitee**") of written notice of the assertion or the commencement of any third-party claim with respect to any matter referred to in Sections 7.2 or 7.3, the Indemnitee shall give written notice thereof to the party obligated to indemnify Indemnitee (the "**Indemnitor**"), and thereafter shall keep the Indemnitor reasonably informed with respect thereto; *provided, however*, that failure of the Indemnitee to give the Indemnitor notice as provided herein shall not relieve the Indemnitor of its obligations hereunder except to the extent that the Indemnitor is prejudiced thereby. A claim for indemnification for any matter not involving a third-party claim may be asserted by notice to the party from whom indemnification is sought and shall be paid promptly after such notice.

7.5 Limitations on Indemnification.

(a) Notwithstanding anything in this Article 7 to the contrary, Seller shall not be obligated to indemnify Buyer under this Article 7:

(i) unless the aggregate of all Buyer Damages exceed Twenty Thousand Dollars (\$20,000) (the "**Seller's Basket**"), in which case Buyer shall be entitled to recover all Buyer Damages, including the amount equal to the Seller's Basket; or

(ii) to the extent that the aggregate of all Buyer Damages exceed the sum of (a) the Cash Amount, plus (b) any principal and interest actually paid to Seller by Buyer pursuant to the terms and conditions of the Note (the “**Seller’s Indemnification Cap**”);

(b) Notwithstanding anything herein to the contrary, Buyer shall not be obligated to indemnify Seller under this Article 7:

(i) unless the aggregate of all Seller Damages exceed Twenty Thousand Dollars (\$20,000) (the “**Buyer’s Basket**”), in which case Seller shall be entitled to recover all Seller Damages, including the amount equal to the Buyer’s Basket; or

(ii) to the extent that the aggregate of all Seller Damages exceed Two Hundred Thousand Dollars (\$200,000) (the “**Buyer’s Indemnification Cap**”).

(c) The remedies described in this Article 7 shall be the sole and exclusive remedy for any claims relating to a Buyer Indemnifying Event or a Seller Indemnifying Event; provided, however, that notwithstanding anything to the contrary in this Agreement, Seller shall not be precluded from asserting any other right or seeking any other remedies against Buyer for breach of Buyer’s obligations under the Note and the Security Agreement.

(d) Seller shall have the right to withhold and set off against any amount due under the Note the amount of any claim for indemnification or payment of damages to which Buyer may be entitled under this Agreement.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Amendments and Waivers. This Agreement may not be amended, supplemented or modified, except by an agreement in writing signed by each of the parties. Either party may waive compliance by the other party with any term or provision of this Agreement; provided, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

8.2 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received (i) when delivered personally or by telecopy, (ii) one (1) day following the day when deposited with a reputable, established overnight courier service for delivery to the intended addressee, or (iii) three (3) days following the day when deposited with the United States Postal Service as first class, registered or certified mail, postage prepaid and addressed as set forth below:

If to Buyer: Revware, Inc.
5008 Royal Troon Drive
Raleigh, NC 27604
Attention: Tom Welsh
Telephone No.: (919) 790-0000
Facsimile No.: (919) 790-9110

If to Seller: Immersion Corporation
801 Fox Lane
San Jose, CA 95131
Attention: Legal Department
Telephone No.: (408) 350-8819
Facsimile No.: (408) 350-8761

Any party may alter its notice address by notifying the other parties of such change of address in conformity with the provisions of this Section.

8.3 Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Delaware, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties.

8.4 Exhibits and Schedules. All Exhibits and Schedules attached hereto are hereby incorporated by reference into, and made a part of, this Agreement.

8.5 Assignments Prohibited; Successors and Assigns. Neither party shall assign, or suffer or permit an assignment (by operation of law or otherwise) of, its rights or obligations under or interest in this Agreement without the prior written consent of the other party. Any purported assignment or other disposition, except as permitted herein, shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

8.6 No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors and permitted assigns, and the parties do not intend to confer third-party beneficiary rights upon any other person.

8.7 Counterparts. This Agreement may be executed (including, without limitation, by facsimile signature) in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one agreement.

8.8 Severability. If any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

8.9 Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or

implied, oral or written between the parties. The parties intend that this Agreement be the several, complete and exclusive embodiment of their agreement, and that any evidence, oral or written, of a prior or contemporaneous agreement that alters or modifies this Agreement shall not be admissible in any proceeding concerning this Agreement. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

8.10 Jurisdiction; Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties only in the courts of the State of California, County of Santa Clara, or, if it has or can acquire the necessary jurisdiction, in the United States District Court for the Northern District of California. Each of the parties consents to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

8.11 Waiver of Jury Trial. THE PARTIES HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY OR AGAINST EITHER OF THEM RELATING TO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT INVOLVES COMPLEX TRANSACTIONS AND THAT DISPUTES HEREUNDER WILL BE MORE QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT DECISION MAKER. ACCORDINGLY, THE PARTIES AGREE, BASED ON THE ADVICE OF THEIR COUNSEL, THAT ANY DISPUTE HEREUNDER BE RESOLVED BY A JUDGE APPLYING APPLICABLE LAW.

8.12 Further Assurances. Each party agrees (a) to furnish upon request to each other party such further information, (b) to execute and deliver to each other party such other documents, and (c) to do such other acts and things, all as another party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions contemplated by this Agreement; provided, however, no party shall be required to make any additional representations or warranties or to incur any material expense or potential exposure to legal liability pursuant to this Section.

8.13 Confidentiality; Publicity. Within a commercially reasonable amount of time following execution of this Agreement, Seller and Buyer may issue a joint press release approved by both parties announcing this Agreement and the transactions contemplated hereby. All other public announcements relating to this Agreement or the transactions contemplated hereby must be approved by both parties, which approvals must not be unreasonably withheld.

8.14 LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF USE, LOSS OF PROFIT, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT

PRODUCT LIABILITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF SUCH DAMAGES.

[Signatures Follow On a Separate Page]

IN WITNESS WHEREOF, each of the parties has caused this Asset Purchase Agreement to be executed on its behalf by their respective officers thereunto duly authorized all as of the date first written above.

“Buyer”

Reeware, Inc.

By: Tom Welsh
Name: W. Thomas Welsh
Title: President

“Seller”

Immersion Corporation

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, each of the parties has caused this Asset Purchase Agreement to be executed on its behalf by their respective officers thereunto duly authorized all as of the date first written above.

“Buyer”

Reeware, Inc.

By: _____
Name: _____
Title: _____

“Seller”

Immersion Corporation



By: SM Miller
Name: Stephen Ambler
Title: CEO/VP FINANCE

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

EXHIBIT A

THE NOTE

EXHIBIT B
THE ASSIGNMENT AND ASSUMPTION

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "*Assignment and Assumption*") is made and entered into as of June 30, 2009, by and among Immersion Corporation, a Delaware corporation ("*Assignor*"), and Revware, Inc., a North Carolina corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "*Purchase Agreement*"), pursuant to which Assignee has agreed to purchase from Assignor the Purchased Assets (as defined in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignor, as set forth herein, and this Assignment and Assumption is contemplated by Section 3.4(a) of the Purchase Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

2. **Assignment and Assumption.** Effective as of the date hereof (the "*Effective Time*"), Assignor hereby assigns, sells, transfers and sets over (collectively, the "*Assignment*") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to, and all of Assignor's burdens, obligations and liabilities in connection with, each of the Assumed Liabilities. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Closing, in connection with the Assumed Liabilities.

3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assumed Liabilities, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Further Actions.** Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR

ASSIGNEE

IMMERSION CORPORATION,
a Delaware corporation

-

REVWARE, INC.
a North Carolina corporation

By: S M Celler

By: _____

Name: Stephen Ambler

Name: _____

Its: CFO/VP Finance

Its: _____



[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

TRADEMARK
REEL: 004063 FRAME: 0723

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR

ASSIGNEE

IMMERSION CORPORATION,
a Delaware corporation

REVMWARE, INC.
a North Carolina corporation

By: _____

By: Tom Welsh

Name: _____

Name: u: Thomas Welsh

Its: _____

Its: President

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

EXHIBIT C
THE TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**"), is made and entered into as of June 30, 2009, by and between Immersion Corporation, a Delaware Corporation ("**Assignor**"), and Revware, Inc., a North Carolina corporation ("**Assignee**").

WHEREAS, Assignor and the Assignee have entered into or will enter into an Asset Purchase Agreement dated as of even date herewith (the "**Asset Purchase Agreement**"), pursuant to which Assignee shall purchase from Assignor, and Assignor shall sell, transfer and assign to Assignee, the Purchased Assets, on the terms and conditions as provided in the Asset Purchase Agreement, including the Assigned Trademarks (as defined below);

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign and transfer to Assignee all of Assignor's rights, titles and interests in and to those trademarks, service marks, and trade names, if any, that are included as part of the Purchased Assets, if any, and that are specifically set forth and identified in Schedule I attached hereto (collectively the "**Assigned Trademarks**");

NOW, THEREFORE, in consideration of entering into the Asset Purchase Agreement and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of its right, title, and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present, and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

3. Miscellaneous. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California without reference to such state's principles of conflicts of law. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Trademark Assignment as of the day and year first above written.

ASSIGNOR:

IMMERSION CORPORATION

By: *S. Ambler*

Name: *Stephen Ambler*

Title: *CEO/VP Finance*



ASSIGNEE:

REVWARE, INC.

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Trademark Assignment as of the day and year first above written.

ASSIGNOR:

IMMERSION CORPORATION

By: _____

Name: _____

Title: _____

ASSIGNEE:

REVWARE, INC.

By: Tom Walsh

Name: w. Thomas Walsh

Title: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE I

ASSIGNED TRADEMARKS

MicroScribe G2X
MicroScribe
MicroScribe G2
MicroScribe G2LX
MicroScribe MX
MicroScribe G2L
MicroScribe MLX
MicroScribe X

EXHIBIT D
THE COPYRIGHT ASSIGNMENT

COPYRIGHT ASSIGNMENT

This Copyright Assignment (this "**Assignment**"), is made and entered into as of June 30, 2009, by and between Immersion Corporation, a Delaware Corporation ("**Assignor**"), and Revware, Inc., a North Carolina corporation ("**Assignee**").

WHEREAS, Assignor and the Assignee have entered into or will enter into an Asset Purchase Agreement dated as of even date herewith (the "**Asset Purchase Agreement**"), pursuant to which Assignee shall purchase from Assignor, and Assignor shall sell, transfer and assign to Assignee, the Purchased Assets, on the terms and conditions as provided in the Asset Purchase Agreement, including the Assigned Copyrights (as defined below);

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign and transfer to Assignee all of Assignor's rights, titles and interests in and to those copyrights, and in and to the copyright registrations and applications therefor, that are included as part of the Purchased Assets, if any, and that are specifically set forth and identified in Schedule I attached hereto (collectively the "**Assigned Copyrights**");

NOW, THEREFORE, in consideration of entering into the Asset Purchase Agreement and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns and other legal representatives, all right, title and interest in and to the Assigned Copyrights in the United States and elsewhere, and agrees to assign, transfer and convey to Assignee, its successors, assigns and other legal representatives, all right, title and interest in and to the Assigned Copyrights in the United States and elsewhere, and to all worldwide copyrights, including all rights of registration, publication, rights to create derivative works, moral rights and all other rights that are incident to copyright ownership recognized or arising under judicial or statutory law or other legal authority of the United States or any other country in the world, or any treaty to which any of the foregoing countries may be a party, for all the residue now unexpired of the present term of any and all such copyrights and any term thereafter granted, together with all claims for damages by reason of past infringement of said copyrights with the right to sue for, and collect, the same for Assignee's own use and benefit.

2. Moral Rights. Assignor hereby confirms that Assignor has for good and valuable consideration waived any moral rights, including, but not limited to, rights of attribution, integrity, and disclosure, arising from all or any part of the Assigned Copyrights, together with all claims for damages and other remedies asserted on the basis of moral rights, and assigns, transfers and conveys to Assignee any waivers granted to Assignor of any such moral rights.

3. Further Assurances.

(a) Assignor agrees to cooperate reasonably with Assignee to do all affirmative acts, and to execute all papers that are required in connection with the perfection in Assignee of the rights hereby assigned. Assignor hereby appoints Assignee as its attorney-in-fact with respect to the Assigned Copyrights that are the subject of this Agreement to act in Assignor's name, place and stead to execute, deliver and record any document or instrument of assignment required in any country in which such documents may be required to transfer, grant or confirm the rights transferred, granted and confirmed herein.

(b) Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Copyright Office, or rules of other entities including but not limited to United States or foreign governments or copyright offices, for recordation of this document.

(c) Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the right, title, and interest herein conveyed.

4. Miscellaneous. Capitalized terms used without definitions in this Assignment shall have the same meanings ascribed to such capitalized terms in the Asset Purchase Agreement. This Assignment shall be construed and interpreted in accordance with the Asset Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Copyright Assignment as of the day and year first above written.

ASSIGNOR:

IMMERSION CORPORATION

By: S M Miller
Name: Stephen Ambler
Title: CFO / VP Finance



ASSIGNEE:

REVWARE, INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO COPYRIGHT ASSIGNMENT]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Copyright Assignment as of the day and year first above written.

ASSIGNOR:

IMMERSION CORPORATION

By: _____

Name: _____

Title: _____

ASSIGNEE:

REVWARE, INC.

By: Tom Welsh

Name: w. Thomas Welsh

Title: President

[SIGNATURE PAGE TO COPYRIGHT ASSIGNMENT]

SCHEDULE I

ASSIGNED COPYRIGHTS

Copyrights associated with the software and websites listed below:

Test Software

MicroScribeArmTest

MSConsol

MSTest

StressScribe

Calibration

MS2Calib

Firmware

MX Firmware

G2 Firmware

Drivers

ArmDLL32 (same for all models)

Applications

MUS

Websites

- exact code from the following websites, and any additional custom libraries and custom code to make the code work on a new server including the directories/files mentioned below and select admin/global scripts:

microscribe.biz

microscribe.com

microscribe.info

lightscribe.biz

lightscribe.info

lightscribe3d.com

EXHIBIT E

THE DOMAIN NAME ASSIGNMENT

DOMAIN NAME ASSIGNMENT

This Domain Name Assignment (this “**Assignment**”), is made and entered into as of June 30, 2009, by and between Immersion Corporation, a Delaware Corporation (“**Assignor**”), and Revware, Inc., a North Carolina corporation (“**Assignee**”).

WHEREAS, Assignor and the Assignee have entered into or will enter into an Asset Purchase Agreement dated as of even date herewith (the “**Asset Purchase Agreement**”), pursuant to which Assignee shall purchase from Assignor, and Assignor shall sell, transfer and assign to Assignee, the Purchased Assets, on the terms and conditions as provided in the Asset Purchase Agreement, including the Assigned Domain Name (as defined below);

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign and transfer to Assignee all of Assignor’s rights, titles and interests in and to those domain names that are that are included as part of the Purchased Assets, if any, and that are specifically set forth and identified on Schedule I, attached hereto (the “**Assigned Domain Name**”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

Assignor hereby assigns, transfers and conveys to Assignee all of its rights, title, and interests in and to the registrations of the Assigned Domain Name. Assignor agrees to take the steps required by the current procedures promulgated by the registrars listed in Schedule 1, attached hereto, to transfer the registrations of the Assigned Domain Name to Assignee, by completing the required forms and any other required actions to effect the transfer of the registrations of the Assigned Domain Name to Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been signed on behalf of each of the parties hereto as of the date first written above.

ASSIGNOR:

IMMERSION CORPORATION

By: S M Miller
Name: Stephen Ambler
Title: CFO / VP Finance



ASSIGNEE:

REVWARE, INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO DOMAIN NAME ASSIGNMENT]

IN WITNESS WHEREOF, this Assignment has been signed on behalf of each of the parties hereto as of the date first written above.

ASSIGNOR:

IMMERSION CORPORATION

By: _____

Name: _____

Title: _____

ASSIGNEE:

REYWARE, INC.

By: Tom Welsh

Name: W. Thomas Welsh

Title: President

[SIGNATURE PAGE TO DOMAIN NAME ASSIGNMENT]

SCHEDULE I

ASSIGNED DOMAIN NAMES

microscribe.biz
microscribe.com
microscribe.info
lightscribe.biz
lightscribe.info
lightscribe3d.com

Registrar: Network Solutions, Inc.

EXHIBIT F
THE PATENT ASSIGNMENT

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (“**Agreement**”) is made as of June 30, 2009 (the “**Effective Date**”), by and between Immersion Corporation, a Delaware corporation (“**Assignor**”), and Revware, Inc., a North Carolina corporation (“**Assignee**”) (hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”). Capitalized terms that are not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement (the “**Purchase Agreement**”), pursuant to which Assignor sold certain assets to Assignee (the “**Purchased Assets**”); and

WHEREAS, the Parties wish to cause the assignment of all right, title and interest in and to all patents included in the Purchased Assets (collectively, the “**Patents**”), which are set forth in Exhibit A attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. ASSIGNMENT

1.1 Assignment. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world in and to the Patents to the full extent of its ownership or interest therein, including, without limitation, all domestic and foreign patent applications and registrations therefor (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing) (collectively, “**Related Patents**”); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Patents. The Parties agree to have executed and filed with the United States Patent and Trademark Office, the confirmatory assignment attached hereto in Exhibit B. Notwithstanding anything to the contrary in this Agreement, the Patents and the Related Patents shall be subject to licenses granted by Assignor prior to the date hereof, including, but not limited to, the licenses granted to Microsoft Corporation, a Washington corporation (“**Microsoft**”), pursuant to that certain License Agreement, dated July 25, 2003, by and between Assignor and Microsoft.

1.2 Appointment. In the event that Assignee is unable, after reasonable notice to Assignor, for any reason whatsoever, to secure Assignor’s signature to any document Assignor is required to execute pursuant to this Section 1 to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Patents and Related Patents, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor’s agents and attorneys-in-fact, to act for and on its behalf and instead of Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of Section 1 with the same legal force and effect as if executed by Assignor.

2. GENERAL

This Agreement is to be construed in accordance with and governed by the internal laws of the State of California (as permitted by Section 1646.5 of the California Civil Code or any similar successor provision) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such

event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision. This Agreement, including any exhibit(s) hereto which are incorporated herein by this reference, and the Purchase Agreement serve to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written) relating to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR: IMMERSION CORPORATION

ASSIGNEE: REVWARE, INC.

By: SM Celler

By: _____

Name (Print): Stephen Ambler

Name (Print): _____

Title: CFO/VP Finance

Title: _____

Date: 6/30/09

Date: _____



event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision. This Agreement, including any exhibit(s) hereto which are incorporated herein by this reference, and the Purchase Agreement serve to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written) relating to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR: IMMERSION CORPORATION

ASSIGNEE: REVWARE, INC.

By: _____

By: Tom Welsh

Name (Print): _____

Name (Print): W. Thomas Welsh

Title: _____

Title: President

Date: _____

Date: 6/30/2009

EXHIBIT A

PATENTS

<u>Country</u>	<u>Patent#</u>	<u>Title</u>
United States of America	6015473	Method for producing a precision 3-D measuring apparatus
United States of America	6134506	Method and apparatus for tracking the position and orientation of a stylus and for digitizing a 3-D object
United States of America	6408253	Component position verification using a position tracking device
United States of America	6697748	Digitizing system and rotary table for determining 3-D geometry of an object
United States of America	7054775	Digitizing system and rotary table for determining 3-D geometry of an object
United States of America	D377932	Mechanical digitizing arm used to input three dimensional data into a computer
Spain	843808	Method for Zeroing Transducers of a Probe Apparatus of a 3-D Coordinate Measuring System
France	843808	Method for Zeroing Transducers of a Probe Apparatus of a 3-D Coordinate Measuring System
Great Britain	843808	Method for Zeroing Transducers of a Probe Apparatus of a 3-D Coordinate Measuring System
Netherlands	843808	Method for Zeroing Transducers of a Probe Apparatus of a 3-D Coordinate Measuring System
Germany	69631144.5	Method for Zeroing Transducers of a Probe Apparatus of a 3-D Coordinate Measuring System
Canada	2228587	Method and apparatus for tracking the position and orientation of a stylus and for digitizing a 3-D object

EXHIBIT B

CONFIRMATORY PATENT ASSIGNMENT

A confirmatory patent assignment agreement for filing with the United States Patent and Trademark Office is attached hereto.

CONFIRMATORY PATENT ASSIGNMENT

WHEREAS, Immersion Corporation, with a place of business at 801 Fox Lane, San Jose, California 95131 (“ASSIGNOR”) owns the patent registrations set forth in Attachment 1 attached hereto and incorporated herein by this reference (“PATENTS”); and

WHEREAS, ASSIGNOR has agreed to assign to Revware, Inc., with a place of business at 5008 Royal Troon Drive, Raleigh, North Carolina, 27604 (“ASSIGNEE”), all right, title and interest in, to and under the PATENTS; and

WHEREAS, ASSIGNOR wishes to confirm such assignment for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR hereby confirms that it has sold, assigned, transferred and conveyed unto ASSIGNEE its entire right, title and interest in and to the PATENTS, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the PATENTS (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the PATENTS. Notwithstanding anything to the contrary in this Confirmatory Patent Assignment, the PATENTS are subject to certain licenses as set forth in that certain Patent Assignment Agreement dated as of June 30, 2009, by and between ASSIGNOR and ASSIGNEE.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be duly executed by an authorized officer on the date set forth below.

ASSIGNOR: IMMERSION CORPORATION

By: s m cullen
Name: Stephen Ambler
Title: CFO / VP Finance
Date: 6/30/09



ASSIGNEE: REVWARE, INC.

By: _____
Name: _____
Title: _____
Date: _____

CONFIRMATORY PATENT ASSIGNMENT

WHEREAS, Immersion Corporation, with a place of business at 801 Fox Lane, San Jose, California 95131 ("ASSIGNOR") owns the patent registrations set forth in Attachment 1 attached hereto and incorporated herein by this reference ("PATENTS"); and

WHEREAS, ASSIGNOR has agreed to assign to Revware, Inc., with a place of business at 5008 Royal Troon Drive, Raleigh, North Carolina, 27604 ("ASSIGNEE"), all right, title and interest in, to and under the PATENTS; and

WHEREAS, ASSIGNOR wishes to confirm such assignment for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR hereby confirms that it has sold, assigned, transferred and conveyed unto ASSIGNEE its entire right, title and interest in and to the PATENTS, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the PATENTS (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the PATENTS. Notwithstanding anything to the contrary in this Confirmatory Patent Assignment, the PATENTS are subject to certain licenses as set forth in that certain Patent Assignment Agreement dated as of June 30, 2009, by and between ASSIGNOR and ASSIGNEE.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be duly executed by an authorized officer on the date set forth below.

ASSIGNOR: IMMERSION CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

ASSIGNEE: REVWARE, INC.

By: Tom Walsh
Name: W. Thomas Walsh
Title: President
Date: 6/30/2009

ATTACHMENT 1

PATENTS

<u>Country</u>	<u>Patent#</u>	<u>Title</u>
United States of America	6015473	Method for producing a precision 3-D measuring apparatus
United States of America	6134506	Method and apparatus for tracking the position and orientation of a stylus and for digitizing a 3-D object
United States of America	6408253	Component position verification using a position tracking device
United States of America	6697748	Digitizing system and rotary table for determining 3-D geometry of an object
United States of America	7054775	Digitizing system and rotary table for determining 3-D geometry of an object
United States of America	D377932	Mechanical digitizing arm used to input three dimensional data into a computer
Spain	843808	Method for Zeroing Transducers of a Probe Apparatus of a 3-D Coordinate Measuring System
France	843808	Method for Zeroing Transducers of a Probe Apparatus of a 3-D Coordinate Measuring System
Great Britain	843808	Method for Zeroing Transducers of a Probe Apparatus of a 3-D Coordinate Measuring System
Netherlands	843808	Method for Zeroing Transducers of a Probe Apparatus of a 3-D Coordinate Measuring System
Germany	69631144.5	Method for Zeroing Transducers of a Probe Apparatus of a 3-D Coordinate Measuring System
Canada	2228587	Method and apparatus for tracking the position and orientation of a stylus and for digitizing a 3-D object

EXHIBIT G
THE PATENT LICENSE

EXHIBIT H
THE TRANSITION SERVICES AGREEMENT

EXHIBIT I
THE SECURITY AGREEMENT

EXHIBIT J

THE GENERAL ASSIGNMENT AND BILL OF SALE

TRADEMARK

REEL: 004063 FRAME: 0753

GENERAL ASSIGNMENT AND BILL OF SALE

1. **Sale and Transfer of Purchased Assets.** For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 3.4(f) of that certain Asset Purchase Agreement dated as of June 30, 2009 (the "*Purchase Agreement*"), to which Immersion Corporation, a Delaware corporation ("*Seller*"), and Revware, Inc., a North Carolina corporation ("*Purchaser*"), are parties, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Purchaser and its successors and assigns, effective as of the Closing Date (as defined in the Purchase Agreement (the "*Effective Time*")), all of Seller's right, title and interest in and to all of the Purchased Assets (as defined in the Purchase Agreement).

2. **Further Actions.** Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Purchased Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Purchaser's title to the Purchased Assets and, at the request of Purchaser, to execute and deliver further instruments of transfer and assignment and take such other action as Purchaser may reasonably request to more effectively transfer and assign to and vest in Purchaser each of the Purchased Assets, all at the sole cost and expense of Seller.

3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has executed this General Assignment and Bill of Sale as of June 30, 2009.

IMMERSION CORPORATION,
a Delaware corporation



By: SMA
Name: Stephen Ambler
Its: CFO/VP Finance

[SIGNATURE PAGE TO GENERAL ASSIGNMENT AND BILL OF SALE]