

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reynolds and Reynolds Company		04/20/2010	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Reynolds and Reynolds Holdings, Inc.		
Street Address:	One Reynolds Way		
City:	Kettering		
State/Country:	OHIO		
Postal Code:	45430		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2814811	DIVERSIFORM	
Registration Number:	2814812	PHONETRAX CSI	
Registration Number:	2814813	REMINDERTRAX CSI	
Registration Number:	2814810	SCANTRAX CSI	
CORRESPONDENCE DATA			
Fax Number:	(415)836-2501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4156156024		
Email:	tmdocket@dlapiper.com, barbara.ellen@dlapiper.com		
Correspondent Name:	Eugene M. Pak, Esq. c/o DLA Piper LLP		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Eugene M. Pak, Esq.		
Signature:	/Eugene Pak/		

CH \$115.00 2814811

Date:

04/21/2010

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT
(The Reynolds and Reynolds Company and Reynolds and Reynolds Holdings, Inc.)

This Trademark Assignment Agreement ("Agreement") is entered into by and between The Reynolds and Reynolds Company ("Assignor"), an Ohio corporation having its principal place of business at One Reynolds Way, Kettering, Ohio 45430, and Reynolds and Reynolds Holdings, Inc. ("Assignee"), a Delaware corporation having its principal place of business at One Reynolds Way, Kettering, Ohio 45430. Assignor and Assignee, and each of them, may be referred to hereafter as "Party" or "Parties," as appropriate. The effective date of this Agreement shall be the date last executed below (the "Effective Date").

Whereas, Assignor is the owner of the Trademarks, as defined below and identified in Schedule A to this Agreement;

Whereas, Assignor desires to transfer to Assignee all of its right, title and interest in the Trademarks;

Now, therefore, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee any and all right, title, and interest in and to the trademarks identified in Schedule A, including without limitation any and all common law and trade name rights, including any associated designs or logos (including copyright and trademark rights in such designs or logos), as well as any and all applications and registrations for the marks, together with the goodwill of the business associated with the marks and all claims and causes of action for infringement of such marks, if any, on a worldwide basis (collectively the "Trademarks"). The parties agree that this Agreement may be recorded with the U.S. Patent & Trademark Office. To effectuate the assignments herein, the Parties agree to take such further steps, including signing or completing any further documents or online forms, as may be necessary or reasonably requested by either Party in order to carry out the purposes of this Agreement.

2. **Counterparts.** This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original instrument.

3. **Severability.** In the event that any provision of this Agreement shall be held illegal, unenforceable or invalid, such provision shall be amended and interpreted so as to best accomplish the intent and economic effect of the illegal, unenforceable or invalid provision. The other provisions of the Agreement shall remain in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have caused their duly authorized individuals to execute this Agreement as set forth below.

**The Reynolds and Reynolds Company
(Assignor)**

By: 

Name (print): JERRY KIREMAN

Title: SVP & GM Reynolds + Reynolds

Date: 7/20/10

**Reynolds and Reynolds Holdings, Inc.
(Assignee):**

By: 

Name (print): KEN BUNNEY

Title: Secretary

Date: 4-20-10

SCHEDULE A - Trademarks

Registered Trademarks

Mark	Ser. No. or Reg. No.	Goods and Services
DIVERSIFORM	2814811	Class 35: providing customer database management, advertising, public relations and customer satisfaction information management and reporting services, all in the field of automobile sales, service and repair
PHONETRAX CSI	2814812	Class 35: providing customer satisfaction survey, information management and reporting services, all in the field of automobile sales, repair and maintenance.
REMINDERTRAX CSI	2814813	Class 35: providing advertising, public relations, customer database management and customer satisfaction information management services in the field of automobile sales, repair and maintenance
SCANTRAX CSI	2814810	Class 35: providing customer satisfaction information management, customer satisfaction report, customer service performance information management, and customer service performance recognition services, all in the field of automobile sales, repair and maintenance

Other Trademarks

CLEARVIEW
CLEARVIEW SERVICE REMINDERS
SEAL4

Any and all other trade names, product names, and service names used by Diversiform, Inc. and identified in the Stock Purchase Agreement between Diversiform Inc. and The Reynolds and Reynolds Company dated October 9, 2008, Schedule Section 3.14.