

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
T-Splines, LLC		09/20/2006	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	T-Splines, Inc.		
Street Address:	55 N. University Ave.		
Internal Address:	Suite 223		
City:	Provo		
State/Country:	UTAH		
Postal Code:	84601		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3129412	T-SPLINES	
CORRESPONDENCE DATA			
Fax Number:	(801)426-8208		
Phone:	801-426-8200 x4802		
Email:	bmadsen@fslaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Barnard N. Madsen		
Address Line 1:	3301 N. University Ave.		
Address Line 4:	Provo, UTAH 84604-4438		
ATTORNEY DOCKET NUMBER:	05-0593		
NAME OF SUBMITTER:	Barnard N. Madsen		
Signature:	/Barnard N. Madsen/		

OP \$40.00 3129412

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TRADEMARK
REEL: 004635 FRAME: 0687

Date:

10/04/2011

Total Attachments: 12

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (or this "Agreement"), dated and effective as of September 20, 2006, is by and between T-Splines, Inc., a Utah corporation ("Buyer"), and T-Splines, LLC, a Utah limited liability company ("Seller").

WHEREAS, Seller owns and operates a business engaged in creating and marketing high-end organic modeling software for use in the animation, product design and CAD industries (the "Business"); and

WHEREAS, Buyer desires to purchase the Business from Seller, including all of the assets relating to the Business, and to assume all of Seller's obligations and liabilities; and

WHEREAS, Seller desires to sell, convey, transfer, and assign to Buyer the Business, all in accordance with the terms and conditions of this Agreement.

THEREFORE, in consideration of the foregoing and the covenants and promises set out in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

SECTION 1. SALE AND PURCHASE

1.1 Sale of Purchased Assets. Upon the terms of this Agreement, and subject to the conditions set out herein being satisfied or waived at the Closing, Seller shall sell, convey, transfer, and assign to Buyer, and Buyer shall purchase and accept from Seller, all of the assets used in or relating to the Business (the "Purchased Assets"). The Purchased Assets shall include those listed on Schedule A, but shall not be limited to the following:

- (a) All real and tangible personal property owned or used by Seller in connection with the Business (other than Inventory) including but not limited to all machinery, equipment, tools, parts, furniture, fixtures, leasehold improvements, and computers owned or used by Seller in connection with the Business.
- (b) All inventories of Seller, including, without limitation, supplies, raw materials, work-in-progress, finished goods, books, magazines, editions, titles, drafts, and all printed materials ("Inventory").
- (c) All trade receivables.
- (d) Subject to Section 1.4, all contracts, agreements, and commitments (other than the Leases and the Licenses and Permits, the "Contracts") related to the Business listed on Schedule B.
- (e) All rights of Seller under those leases of real property (the "Leases") listed on Schedule C.

(f) Subject to Section 1.4, all right, title, and interest in and to all licenses, permits, approvals, and authorizations including but not limited to, applications therefor, relating to Seller's operation of the Business which are held by or have been granted to, or have been applied for, by Seller, to the extent assignment or transfer is permitted by applicable law (the "Licenses and Permits"). See Schedule D.

(g) All of Seller's right, title, and interest in and to all patents, patent applications, trade names, trademarks, applications for trademark registrations, assumed names, slogans, copyrights, and registered claims of copyright, whether owned by or licensed to Seller, and used or useful in the Business, including all rights Seller or Seller's affiliates have to the names "T-Splines" and all derivations thereof, and all goodwill related to the foregoing (the "Intellectual Property"). See Schedule E.

(h) All of Seller's right, title and interest in and to the trade secrets, know-how, inventions, customer lists, confidential information, blueprints, drawings, designs, specifications, plans, computer software, indemnity rights, and other intangible assets of Seller (the "Intangible Assets").

(i) Subject to Section 1.4, exclusive and sole possession of all books and records located at Seller's facilities or pertaining to the Business, including without limitation, all supplier and customer lists, licensee lists, distributor lists, bid information, and customer correspondence.

(j) All policies of insurance maintained by or on behalf of Seller and rights thereunder and all rights under self-insurance programs maintained or established by Seller. See Schedule F.

1.2 Assumed Obligations. Simultaneously with the sale, transfer, conveyance, and assignment of the Purchased Assets, Buyer shall assume and become liable for the payment and/or discharge of all the liabilities and obligations of Seller (the "Assumed Obligations").

1.3 Post Closing Date. Buyer shall be responsible for all liabilities arising out of or resulting from the operation of the Business after the Closing Date, except those retained by Seller in accordance with this Agreement

1.4 Agreement as to Certain Contracts. Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Contracts or Licenses and Permits or any claim, right, or benefit arising thereunder or resulting therefrom if (i) an attempted assignment thereof without the consent of a third party or governmental entity would be ineffective or would constitute a breach or cause a termination thereof or a violation of any law or regulation or would in any way limit or otherwise adversely affect the rights of Buyer, and (ii) such consent has not been obtained by the Closing Date.

SECTION 2. PURCHASE PRICE AND PAYMENT

2.1 Purchase Price. In addition to assuming all of the Assumed Obligations pursuant to Section 1.3, Buyer shall pay to Seller for the Purchased Assets to be conveyed under this Agreement the sum of Ten Dollars (\$10.00) (the "Purchase Price").

2.2 Allocation. Seller and Buyer agree that the Purchase Price shall be allocated among the Purchased Assets to be conveyed under this Agreement as Buyer shall determine. Seller further agrees to cooperate with Buyer in completing and delivering to Buyer or the Internal Revenue Service such information concerning the determination of the purchase price as may be required pursuant to the Internal Revenue Code.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer, as of the date of this Agreement and as of the date of the Closing, as follows:

3.1. Authorization. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Utah and has all necessary corporate power and authority to consummate the transactions herein contemplated. This Agreement has been duly authorized by all necessary corporate action, has been duly executed by an officer of Seller who has been specifically authorized to execute this Agreement and all related closing documents on behalf of Seller, and it constitutes a valid and binding obligation of Seller in accordance with its terms.

3.2 Misstatements. No warranty, representation or statement of fact by Seller contained in this Agreement, or the other Closing documents, or in any other fashion furnished by Seller to Buyer in connection with this transaction contains or will contain any untrue statement of any material fact, or has omitted any material fact necessary to make such statements not misleading. There is no fact known to Seller that has not been disclosed to Buyer which, in light of the circumstances presently prevailing, could reasonably be expected to have a material adverse effect on the Purchased Assets or the prospects of the Business.

3.3 Title. Seller will transfer to Buyer good and marketable title to all of the Purchased Assets, free and clear of all liens and encumbrances, except as specifically disclosed herein.

3.4 Compliance with Law. In the operation of its Business, Seller has not violated any federal, state or local laws, regulations or orders; and Seller has all material licenses, permits, certificates, approvals and authority from federal, state and local governmental agencies that are necessary to conduct and to continue to conduct its Business as presently constituted, and no suspension or cancellation of any such license, permit, certificate, approval or authority is

pending or threatened.

3.5 Inventory. The Inventory consists of items of sufficient quality and quantity to be useable and saleable by Buyer in the ordinary course of its business. All items included in the Inventory are the sole, unencumbered property of Seller. No item included in the Inventory is pledged as collateral to, or is held by Seller on consignment from, any third party.

3.6 Taxes. Seller has paid in full all ad valorem taxes, real and personal property taxes, inventory taxes, sales taxes, income taxes and other taxes imposed by the United States, by any state, or by any municipality, subdivision or instrumentality of the United States or of any state, upon Seller, the premises or the Assets, and which are presently due and payable. All such taxes for which Seller is liable and which relate to Seller, but which are not yet due payable, have been adequately provided for and accrued as a liability and shall be timely paid by Seller or otherwise prorated between the Buyer and Seller at Closing as provided herein. Seller has no knowledge of any tax deficiency proposed or threatened against Seller, the premises or the Purchased Assets.

3.7 Recent Events and Pre-Closing Operations. All of Seller's recent operations have been conducted, and all of Seller's future operations between the date hereof and the Closing Date shall be conducted, according to its ordinary and usual course of business. Seller has paid and will pay all of the material liabilities and obligations relating to the Business as they become due. Seller has and will continue to conduct the Business such that, on the Closing Date, the Inventory will all be at normal levels.

3.8 Litigation.

- A. Seller has not received notice and has no knowledge any claim or demand, either pending or threatened, asserted against, affecting or involving Seller or any of its Business, Purchased Assets, employees, rights or operations, or which would materially affect the ability of Seller to carry out the transactions contemplated by this Agreement.
- B. There is no litigation, legal action, arbitration or other proceeding or investigation pending or threatened (or any basis therefor known to Seller) before any court, arbitrator, administrative agency or other governmental body by, against, affecting or involving Seller or any of its Business, Purchased Assets, employees, rights or operations, or which would materially affect the ability of Seller to carry out the transactions contemplated by this Agreement.

3.9 Brokers' or Finders' Fees. Seller has not incurred nor will it incur any liability for finders' or brokers' fees or similar commissions in connection with this Agreement or the transactions contemplated by this Agreement.

3.10 Disclosure. This Agreement, including the Schedules attached hereto, and all other documents, certificates and written statements furnished to Buyer by or on behalf of Seller in connection with the transactions contemplated herein, contains or will contain a full and complete disclosure of all relevant information represented herein and therein; and no material fact concerning the Business or the Purchased Assets has been misrepresented or omitted by Seller that would reasonably have a material adverse effect on Buyer's decision to consummate the subject transaction.

3.11 Assignability. All Contracts and Licenses and Permits and other authorizations necessary to operate the Business (see Schedules B and D, respectively) are legally assignable by Seller to Buyer or all third party consents required to transfer all such rights to Buyer are obtainable by Seller prior to or at the Closing.

3.12 Good Working Condition. All tangible personal property (see Section 1.1(a)) sold and conveyed by Seller to Buyer hereunder, though subject to normal wear and tear, shall be in good working condition as of the Closing Date.

3.13 Risk of Loss. Seller assumes all risk of loss concerning the Purchased Assets and Seller's Business prior to Closing, and agrees to indemnify and hold Buyer harmless with respect to any and all damages, losses, liabilities, expenses or fees related thereto that are incurred or suffered prior to Closing.

3.14 Accounts Receivable. All accounts receivable being assigned to Buyer hereunder are collectible according to their terms, and Seller is unaware of any fact or circumstance that would suggest any customer or debtor's inability or unwillingness to pay the same.

3.15 Accounts Payable. All Assumed Obligations are legitimate debts of the Business incurred solely for the benefit of the Business; and Seller is not presently in arrears, nor will Seller as of the Closing Date be in arrears, with respect to any Assumed Obligation of the Business; and Seller has not incurred any debt or liability, nor will it incur any debt or liability prior to the Closing Date, that is not accurately set forth in Schedule A.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the date of this Agreement and as of the Closing Date, as follows:

4.1 Authorization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the state of Utah and has all necessary corporate power and authority to consummate the transactions herein contemplated. This Agreement has been duly authorized by all necessary corporate action, has been duly executed by an officer of the Buyer who has been specifically authorized to execute this Agreement and all related closing documents on behalf of Buyer, and it constitutes a valid and binding obligation of Buyer in accordance with its terms.

4.2 Brokers' or Finders' Fees. Buyer has not incurred nor will it incur any liability for finders' or brokers' or similar commissions in connection with this Agreement or the transactions contemplated by this Agreement.

SECTION 5. SELLER'S OBLIGATIONS PRIOR TO CLOSING

The following provisions shall apply from the date of this Agreement until the Closing:

5.1 Access to Information. Buyer and its counsel, accountants, and other representatives shall have full access during normal business hours to all properties, books, accounts, records, contracts, and documents of or relating to Seller so that Buyer may have full opportunity to make such investigation as it shall desire to make of the affairs of Seller. Seller shall furnish or cause to be furnished to Buyer and its representatives all data and information concerning the business, finances, and properties that may reasonably be requested.

5.2 Conduct of Business. Seller shall carry on its business and its activities diligently and in substantially the same manner as they previously have been carried out, and shall not make or institute any unusual or novel methods of purchase, sale, lease, management, accounting, or operation that will vary materially from those methods used by Seller as of the date of this Agreement.

5.3 Business Relationships. Seller shall preserve its business organizations intact and will preserve its present relationships with customers, suppliers, and others having business relationships with Seller.

5.4 Employees. Seller shall not do, or agree to do, any of the following acts: (a) grant any increase in salaries payable, or to become payable by it, to any director, officer, employee, agent, or representative, or (b) increase benefits payable to any director, officer, employee, agent, or representative under any bonus or pension plan or other contract or commitment.

5.5 New Business; Disposition of Capital Assets. Seller will not do, or agree to do, without Buyer's written consent, any of the following acts: (a) enter into any contract, commitment, or transaction not in the usual and ordinary course of business or (b) sell or dispose of any capital assets.

5.6 Approvals. If required, Buyer and Seller will promptly and expeditiously make all appropriate filings or applications with third parties, give all notices concerning the transactions contemplated by this Agreement, and will cooperate with one another in developing and presenting any data or information necessary in connection therewith.

5.7 Prompt Notice of Events. Seller agrees to give Buyer prompt Notice of any material developments affecting the Purchased Assets. Seller and Buyer shall give prompt Notice to each other of the occurrence of any event which would cause any of the representations made by Seller or by Buyer to be untrue in any material respect.

5.8 Liability and Waiver of Seller's Obligations or Rights. Seller shall not do, or agree to do, any of the following acts: (a) pay any obligation or liability, fixed or contingent, other than current liabilities, (b) waive or compromise any right or claim, or (c) cancel, without full payment, any note, loan, or other obligation owing to Seller.

5.9 Agreements. Seller shall not modify, amend, cancel, or terminate any of its existing contracts or agreements, or agree to do any of those acts.

5.10 Warranties at Closing. Seller shall take all steps that may be required to ensure that all representations and warranties of Seller set forth in this Agreement and in any written statements delivered to Buyer by Seller under this Agreement will also be true and correct as of the Closing Date as if made on that date.

5.11 Insurance. Seller will continue to carry its existing insurance.

SECTION 6. CLOSING

6.1 Time and Place of Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on September 20, 2006 at 12:00 p.m. at 3301 N. University Avenue, Provo, Utah, or at such other date, time, and place agreed upon by the parties (the "Closing Date").

6.2 Seller's Closing Documents. At the Closing, Seller shall deliver to Buyer, in form and substance reasonably satisfactory to Buyer and consistent with this Agreement, the following documents:

- (a) All appropriate documents to effect or evidence the sale, conveyance, assignment and transfer to Buyer of the Purchased Assets as contemplated by this Agreement, with all required documentation, to place Buyer, its officers, agents, and employees in full possession and enjoyment of all Purchased Assets as contemplated hereby.
- (b) All consents required under the Contracts.
- (c) Releases and disclaimers from any holder of a lien, security interest, or mortgage encumbering any of the Purchased Assets.
- (d) Such instruments of assignment or transfer as shall be necessary or reasonably desirable to vest, respectively, in Buyer all of Seller's right, title and interest in and to all Contracts, Leases,

Licenses and Permits, Intellectual Property, and Intangible Property to be sold or transferred to Buyer hereunder.

(e) Copies of resolutions adopted by the shareholders of Seller authorizing the execution and delivery of, and performance of Seller's obligations under, this Agreement, certified by the Manager of Seller.

6.3 Buyer's Closing Documents. At the Closing, Buyer shall deliver to Seller, in form and substance reasonably satisfactory to Seller and consistent with this Agreement:

(a) A copy of the resolution adopted by the Board of Directors of Buyer authorizing the execution and delivery of, and performance of Buyer's obligations under, this Agreement, certified by Buyer.

SECTION 7. POST-CLOSING COVENANTS

If the Closing occurs under this Agreement, then from and after the Closing Date, the parties shall be bound by the following covenants:

7.1 Post-Closing Access. Buyer shall, following the Closing, give to Seller and its authorized representatives such reasonable access, during normal business hours and upon prior notice, to books and records constituting part of the Purchased Assets (including without limitation all such accounting books and tax records) as Seller may reasonably require in connection with the preparation and filing of tax returns or any claim made by any party with respect to a liability or obligation that is not an Assumed Obligation.

7.2 Post-Closing Assistance. Seller shall, for a period of ninety (90) days following the Closing, give to Buyer such assistance as Buyer reasonably may request to preserve the business of the Business, including but not limited to introductions to suppliers, customers, clients, and others having business relations with Seller as of the Closing Date.

7.3 Nondisclosure. The parties hereto expressly agree that they and their officers, directors, employees, consultants, agents and affiliates shall not divulge, reveal to or otherwise share with any third party, or use for their own profit, without the other party's prior written consent, any confidential or proprietary information or trade secrets divulged by any party hereto to the other during the term of this Agreement and for a period of ten (10) years following the termination hereof.

SECTION 8. REMEDIES

Seller agrees to indemnify, make whole, defend and hold Buyer harmless from and against any and all claims, damages, losses, diminution in value of the Purchased Assets (except in the ordinary course of business and absent any negligence or wrongdoing by Seller), expenses,

liabilities, taxes, legal fees or costs of any kind whatsoever arising out of or with respect to Seller's operation of the Business, or its use of any of the Purchased Assets, prior to the Closing Date, or the breach of any of Seller's covenants, representations or warranties made herein.

SECTION 9. GENERAL PROVISIONS

9.1 Sales and Transfer Taxes. Seller shall pay any and all taxes, federal, state, or local, in the nature of income, sales, conveyance, recording, or transfer taxes required to be paid in respect of the conveyance, assignment, or transfer to Buyer of the Purchased Assets to be conveyed under this Agreement and the Assumed Obligations and the filing and recording thereof.

9.2 Expenses of the Parties; Certain Litigation. All expenses involved in the preparation, authorization and consummation of this Agreement incurred up to and including the Closing, including without limitation, all fees and expenses of agents, representatives, counsel and accountants in connection therewith, shall be borne solely by the party who shall have incurred the same, and the other parties shall have no liability in respect thereof; provided, however, that nothing herein shall be construed to release or impair any claim for damages by any party.

9.3 Governing Law and Jurisdiction. This Agreement, and all matters relating to or disputes arising out of this Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Utah and the United States of America. This Agreement is made and entered into between the parties in Provo, Utah, U.S.A., and all parties hereby consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes or to enter and enforce any arbitration award between the parties. Moreover, the parties have selected the English language to express their agreement and no other language shall be used to interpret, define or govern this Agreement.

9.4 Authorization. The individuals signing below in their official capacities represent (a) that they are fully and lawfully authorized by the Articles, Bylaws and/or resolutions of their respective corporate entities to execute this Agreement for and in behalf of their respective corporate entities and that said corporate entities are fully bound thereby; (b) that said corporate entities' performance hereunder will not breach any other contractual obligations which it may have to third parties nor infringe upon any third party's rights; and (c) that there are no actions, suits or proceedings pending or threatened against or affecting said corporate entities which would have any material adverse affect upon the rights granted or property sold by said corporate entities under this Agreement, or in any way adversely affect this Agreement's legality or enforceability.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS OF THE FOREGOING, the parties have caused this Agreement to be signed on the 20th day of September, 2006.

T-Splines, LLC
("Seller")

By Matthew Sederberg
(Signature)

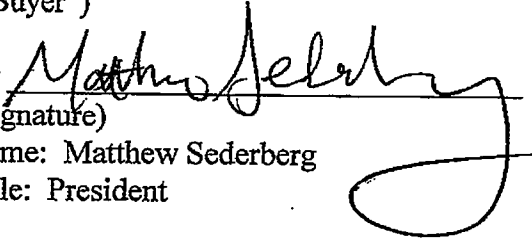
Name: Matthew Sederberg
Title: Manager



T-Splines, Inc.
("Buyer")

By Matthew Sederberg
(Signature)

Name: Matthew Sederberg
Title: President



SCHEDULE E

[INTELLECTUAL PROPERTY]

IDM

INTERNATIONAL DATA MEDIUM ANSTALT

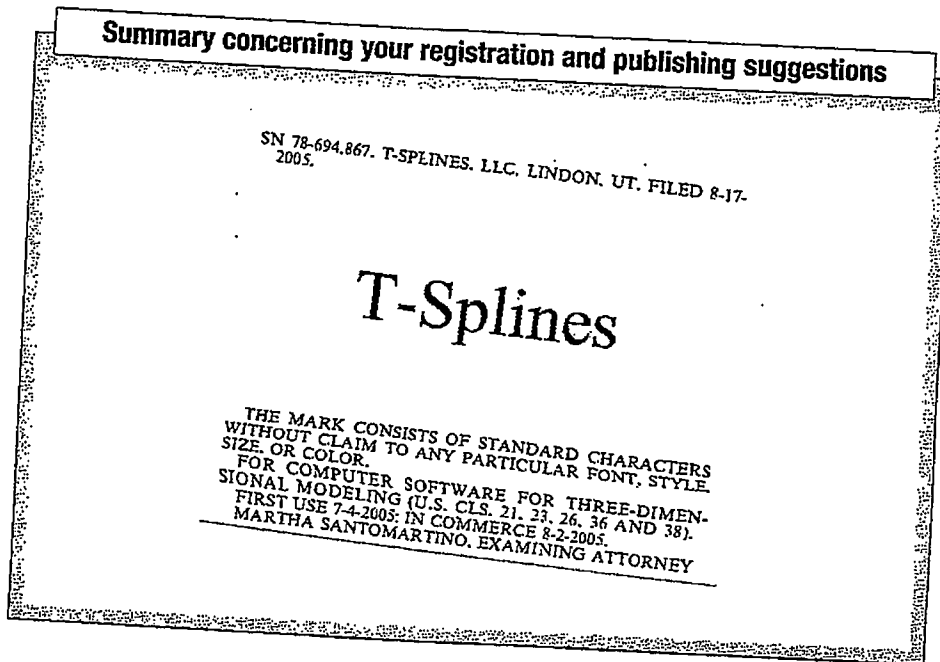
IDM Werdenbergerweg 11, FL-9490 Vaduz, Liechtenstein

T-Splines, L.L.C.
350 South 400 West
Suite 101
USA - Lindon UTAH 84042

01.06.2006

Subject

Registration to our Register of brand publications of the international trade press on business and economy



A payment of the herein mentioned amount confirms your approval of the terms of this offer and the correctness of the contents of your company text. Please keep us informed of any changes by fax + 423-232-4480. Please send a crossed check payable to I.D.M. International data medium Anstalt, Werdenbergerweg 11, FL-9490 Vaduz, Liechtenstein, or a money transfer credited to our account with the VP Bank AG, FL-9490 Vaduz, Liechtenstein; IBAN: LI 45 0880 5003 3874 5001 3, SWIFT/BIC: VPB VLI 2X. Upon receiving your confirmation of approval, your registration herein above will be published in the issue of 2007. A free CD-ROM is sent postage-paid to every registered company.

Registration cost: US \$ 1.890,00

Please specify your registration number on your check or money transfer

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