

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
PortBlue Corporation		06/19/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Concerro, Inc.		
Street Address:	5405 Oberlin Dr.		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3365827	COMMANDAWARE	
Registration Number:	3332198	PRACTICESENSE	
CORRESPONDENCE DATA			
Fax Number:	(858)350-2399		
Phone:	858-350-2300		
Email:	trademarks@wsgr.com,melam@wsgr.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:	Matthew Bresnahan		
Address Line 1:	12235 El Camino Real		
Address Line 2:	Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	29670-900		
NAME OF SUBMITTER:	Misty Elam		
Signature:	/Misty Elam/		

CH \$65.00 3365827

TRADEMARK

Date:

01/17/2012

Total Attachments: 10

source=Project Blue Assignment#page1.tif
source=Project Blue Assignment#page2.tif
source=Project Blue Assignment#page3.tif
source=Project Blue Assignment#page4.tif
source=Project Blue Assignment#page5.tif
source=Project Blue Assignment#page6.tif
source=Project Blue Assignment#page7.tif
source=Project Blue Assignment#page8.tif
source=Project Blue Assignment#page9.tif
source=Project Blue Assignment#page10.tif

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**"), is made as of this 19th day of June, 2009, by and between:

PortBlue Corporation, a Delaware corporation, with offices at 13323 Washington Blvd., Suite 300, Los Angeles, California 90066-5164 ("**Seller**");

a n d

Concerro, Inc., a California corporation, with offices at 5405 Oberlin Drive, San Diego, California 92121 ("**Buyer**").

W I T N E S S E T H:

WHEREAS, Seller owns certain assets and has such contractual and business relationships which it currently uses or proposes to use in connection with its CommandAware product offering (the "**CommandAware Product**"), PracticeSense product offering (the "**PracticeSense Product**") and Knowledge Capture Tool technology platform (the "**KCT**");

WHEREAS, Seller desires to sell, and Buyer desires to purchase certain assets of Seller, and assume certain specified liabilities of Seller, as they pertain to the Purchased Assets (as defined herein) as of the Closing Date (as defined herein) for the consideration and upon the terms and conditions set forth in this Agreement;

WHEREAS, in connection with the transactions contemplated by this Agreement, Buyer shall grant to Seller an exclusive, royalty-free, fully-paid, worldwide, perpetual license, with rights to sublicense, to use the KCT in the Reserved Field (as defined herein) upon the terms and conditions set forth in this Agreement.

WHEREAS, in connection with the transactions contemplated by this Agreement, on or before the execution of this Agreement, Buyer and Seller shall enter into a transition services agreement in the form attached hereto as Attachment A (the "**Transition Services Agreement**");

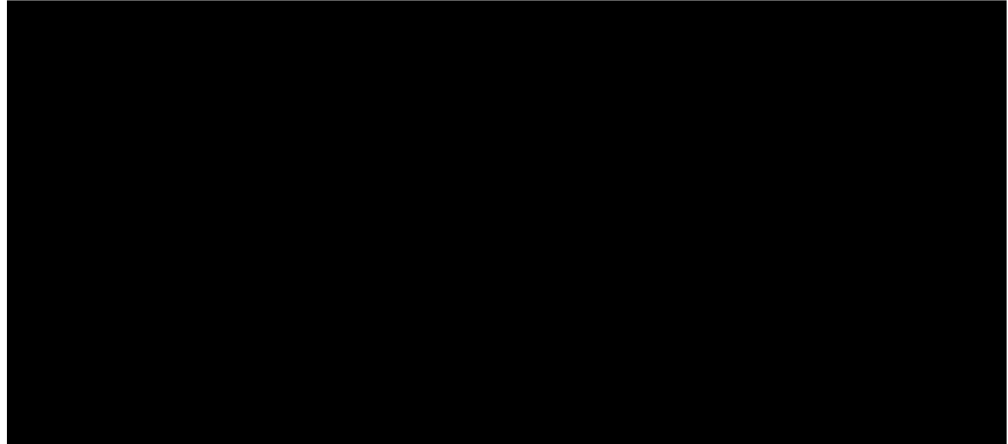
NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements herein contained for good and valuable consideration, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I
PURCHASE AND SALE OF ASSETS

1.1 **Purchased Assets.** Subject to the terms and conditions hereof, at the Closing, Seller shall assign, convey, sell, and/or transfer to Buyer, and Buyer shall purchase or be assigned all of Seller's rights in and to all of the assets of Seller currently used or proposed to be used in connection with Seller's business (the "**Business**") of developing, marketing, licensing, sub-

licensing, or otherwise utilizing the Products, including, without limitation, the following assets (excluding those assets excluded from this sale pursuant to Section 1.2) (collectively, the **“Purchased Assets”**):

- a) the Products;

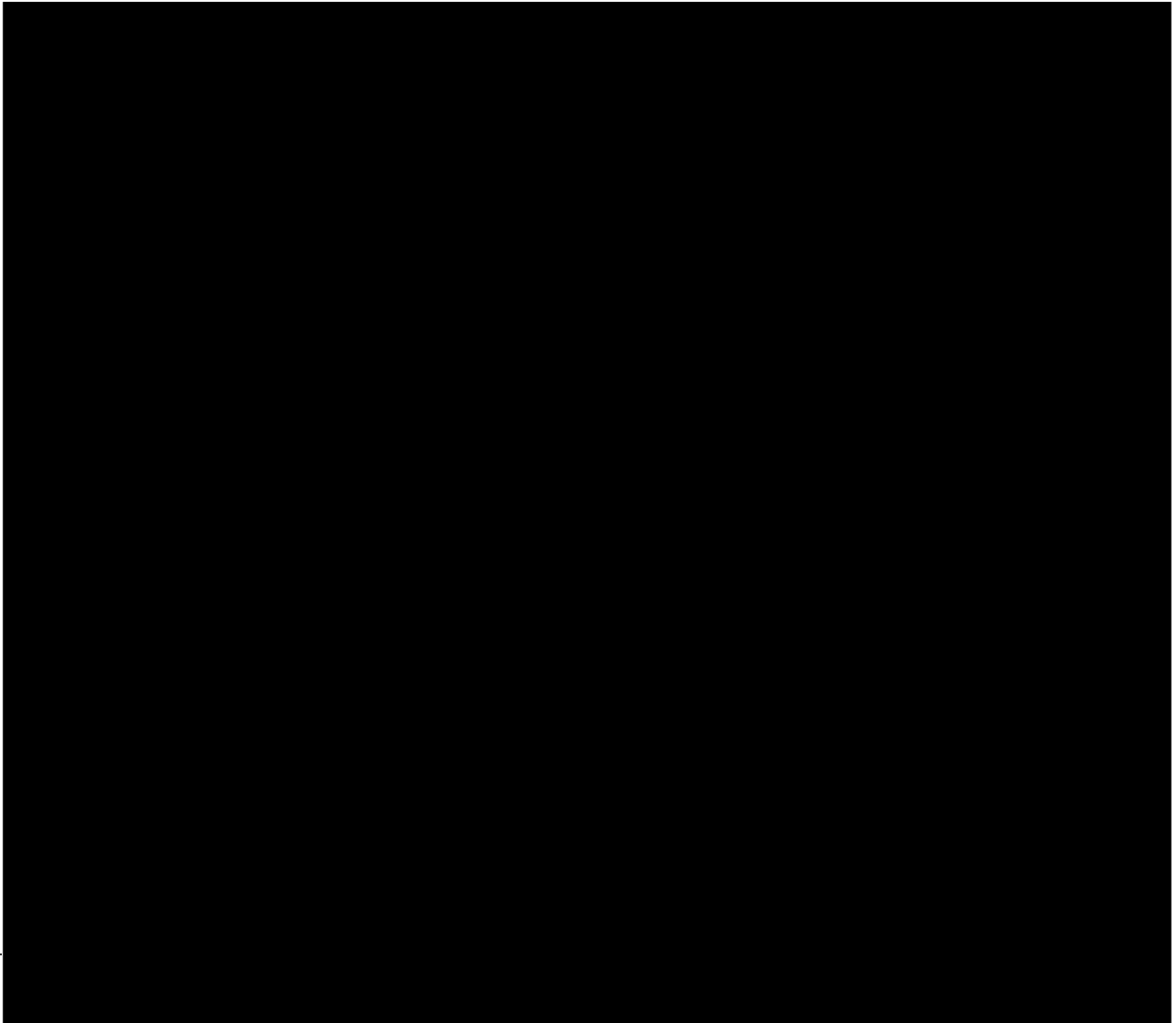


- e) any and all Intellectual Property owned, licensed, used, useful or developed by Seller for use in connection with and/or relating to the Products (the **“Assigned Intellectual Property”**). The Assigned Intellectual Property is set forth on Exhibit 1.1(e);
- f) all of Seller’s “know-how” owned and used by Seller in connection with, or held for use by Seller in relation to the Products and the Assigned Intellectual Property, including, without limitation, operating instructions and maintenance manuals, and other tangible materials that are used in or held for use in connection with the Products and the Assigned Intellectual Property;
- g) books, records and other documents and information relating exclusively to the Purchased Assets, the Assigned Intellectual Property and the Assumed Liabilities;



- i) any claims, lawsuits or rights to recovery by Seller in connection with the Purchased Assets or the Assigned Intellectual Property and arising out of or relating to events, circumstances or occurrences that took place or existed prior to the Closing Date;

- j) goodwill and all related tangibles and intangibles which Seller uses in connection with the Purchased Assets or the Assigned Intellectual Property and all rights to continue to use the Assigned Intellectual Property in the conduct of a going concern.




IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement, all as of the date first above written.

SELLER

Port Blue Corporation

By:


Name: Paul Dimitruk

Title: Chief Executive Officer

BUYER

Concerro, Inc.

By:

Name: Graham Barnes

Title: President and Chief Executive Officer

TRADEMARK

REEL: 004699 FRAME: 0545

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement, all as of the date first above written.

SELLER

Port Blue Corporation

By: _____

Name: Paul Dimitruk

Title: Chief Executive Officer

BUYER

Concerro, Inc.

By: _____

Name: Graham Barnes

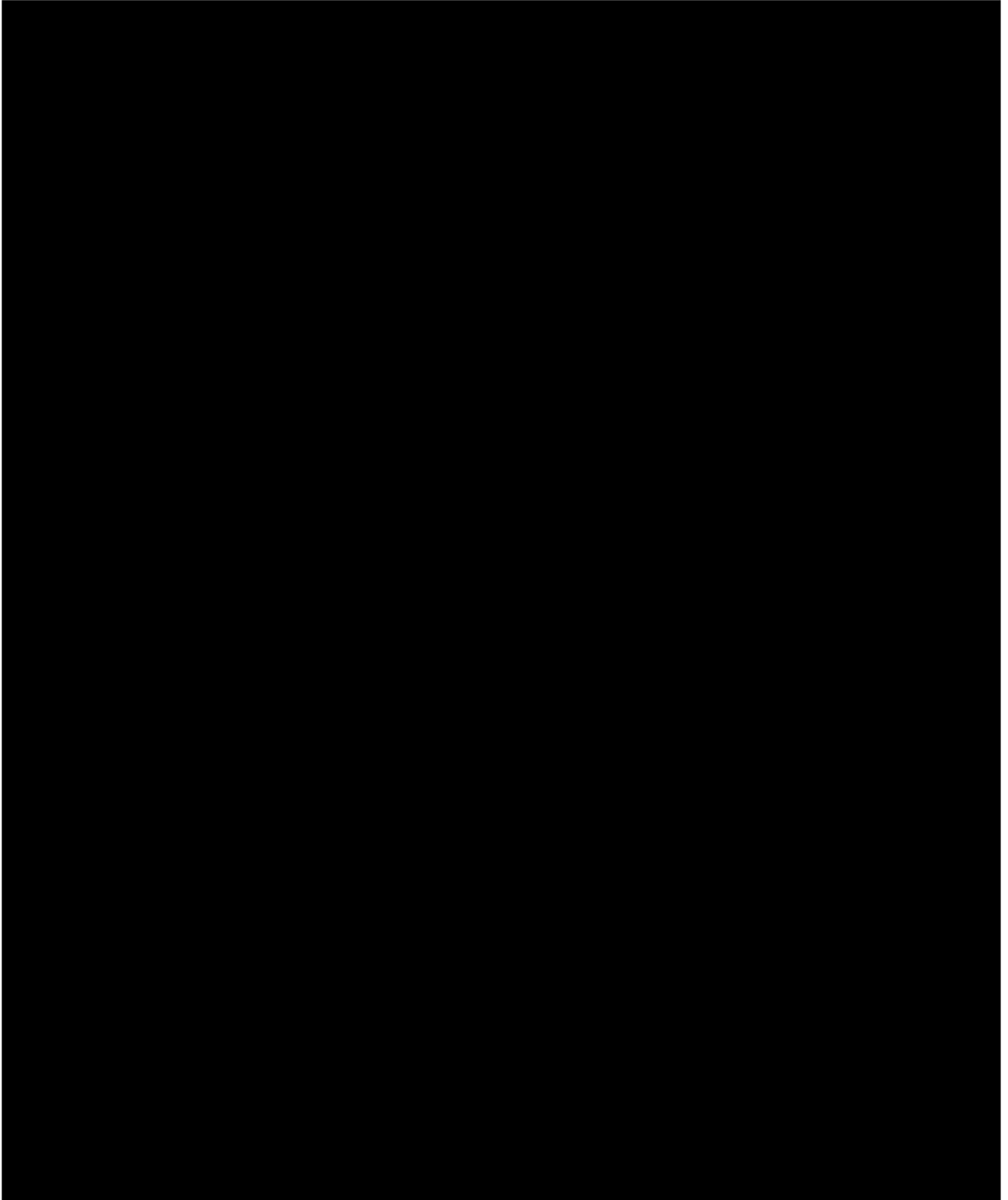
Title: President and Chief Executive Officer

TRADEMARK

REEL: 004699 FRAME: 0546

EXHIBIT 1.1

Purchased Assets





(e) Assigned Intellectual Property.

Patents:

Patent Number 7,376,576, issued May 20, 2008: Decision Making and Implementation System.

Patent Applications:

11/672,915 Patent Application filed February 8, 2007: Method and Apparatus for Building Interactive Software Applications.

12/024,309 Patent Application filed February 1, 2008: Method and Apparatus for Capacity Management and Incident Management Systems.

60/969,390 Provisional Application filed August 31, 2007 incorporated in 12/024,309.

12/123,388 Continuation Application of Patent 7,376,576 Decision Making and Implementation System filed May 19, 2008.

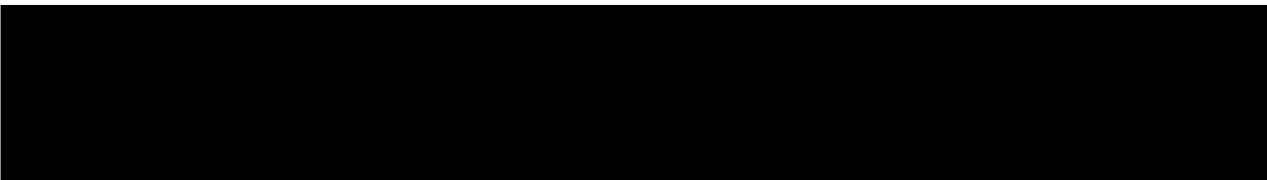
60/871,726 Provisional Application filed December 22, 2006 incorporated in 11/672,915.

09/811,311 Original Application filed March 16, 2001 that resulted in Patent 7,376,576.

Trademarks

U.S. Trademark Reg. No. 3,365,827 (“CommandAware”).

U.S. Trademark Reg. No. 3,332,198 (“PracticeSense”).



BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Bill of Sale**") is made and entered into as of this 19th day of June, 2009, by and between PortBlue Corporation, a Delaware corporation ("**Seller**") and Concerro, Inc., a California corporation ("**Buyer**").

RECITALS:

WHEREAS, Seller and Buyer are parties to an Asset Purchase Agreement, dated as of January 19, 2009 (the "**Asset Purchase Agreement**"), pursuant to which Buyer will acquire the Purchased Assets (as defined in the Asset Purchase Agreement);

WHEREAS, Section 1.1 of the Asset Purchase Agreement contemplates that Seller shall assign, convey, sell and/or transfer to Buyer all of its rights in and to the Purchased Assets;

WHEREAS, Section 2.2 of the Asset Purchase Agreement contemplates that Buyer shall assume and become responsible for, and will thereafter pay, perform and discharge as and when due, the Assumed Liabilities; and

WHEREAS, Section 6.1(a)(i) of the Asset Purchase Agreement contemplates that Seller shall deliver an executed bill of sale transferring the Purchased Assets to purchaser at the Closing.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller and Buyer hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms which are used but not otherwise defined in this Bill of Sale shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

SECTION 2. Assignment. Subject to the terms and conditions of the Asset Purchase Agreement, Seller hereby assigns, conveys, transfers and delivers to Buyer, and Buyer hereby acquires and accepts from Seller, all of its right, title and interest in the Purchased Assets. Notwithstanding anything herein to the contrary, the Purchased Assets shall not include any of the Excluded Assets.

SECTION 3. Assumption. Subject to the terms and conditions of the Asset Purchase Agreement, Buyer hereby agrees to assume, satisfy, perform, pay and discharge each of the Assumed Liabilities. Notwithstanding anything herein to the contrary, the Assumed Liabilities will not include, and Buyer will not assume, any liabilities referred to in Section 2.3 of the Asset Purchase Agreement.

TRADEMARK

REEL: 004699 FRAME: 0549

IN WITNESS WHEREOF, each of the parties has caused this instrument to be signed in its name by a proper and duly authorized corporate officer as of the date first written above.

PORTBLUE CORPORATION

By: 

Name: Paul Dimitruk

Title: President and Chief Executive
Officer

CONCERRO, INC.

By: _____

Name: Graham Barnes

Title: President and Chief Executive
Officer

TRADEMARK


REEL: 004699 FRAME: 0550

IN WITNESS WHEREOF, each of the parties has caused this instrument to be signed in its name by a proper and duly authorized corporate officer as of the date first written above.

PORTBLUE CORPORATION

By: _____
Name: Paul Dimitruk
Title: President and Chief Executive
Officer

CONCERRO, INC.

By:  _____
Name: Graham Barnes
Title: President and Chief Executive
Officer