

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
COMPONENTONE ENTERPRISES, LLC	FORMERLY COMPONENTONE, LLC	02/01/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	GRAPECITY, INC.
Also Known As:	COMPONENTONE
Street Address:	201 South Highland Avenue
Internal Address:	3rd Floor
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15206
Entity Type:	CORPORATION: JAPAN

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2670965	COMPONENTONE
Registration Number:	2789154	C1
Registration Number:	2817165	C1
Registration Number:	3502670	COMPONENTONE FRONTLINE
Registration Number:	3308389	COMPONENTONE NETHELP
Registration Number:	3528268	COMPONENTONE RIBBON
Registration Number:	3331662	COMPONENTONE SMARTDESIGNER
Registration Number:	2914625	COMPONENTONE STUDIO
Registration Number:	3349521	COMPONENTONE XMLHELP
Registration Number:	3531874	DEMOWORKS
Registration Number:	1763633	DOC-TO-HELP
Registration Number:	3548076	FRONTLINE

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Registration Number:	2073116	TRUE DBGRID
Registration Number:	2075185	VIDEOSOFT
Registration Number:	3980683	WIJMO
Registration Number:	3412791	XMLHELP
Registration Number:	1964139	APEX
Registration Number:	3321179	VISUAL DEVELOPMENT. ACCELERATED.
Registration Number:	2025520	VSFLEX
Registration Number:	2023895	VSVIEW

CORRESPONDENCE DATA

Fax Number: 412.765.05

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4127650401

Email: mailroom.grz@zegarelli.com

Correspondent Name: TEV LAW GROUP PC

Address Line 1: PO BOX 113345

Address Line 4: Pittsburgh, PENNSYLVANIA 15241

NAME OF SUBMITTER:	GREGG ZEGARELLI
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Signature:	/GREGG ZEGARELLI/
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Date:	10/17/2012
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Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 1, 2012 ("Effective Date") by and between by and between GrapeCity, Inc., a Japanese corporation ("GrapeCity"), and ComponentOne L.L.C., a Pennsylvania limited liability company ("ComponentOne"), in connection with the Asset Purchase Agreement dated February 1, 2012, by and between GrapeCity and ComponentOne (the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

WHEREAS, ComponentOne wishes to assign to GrapeCity, and GrapeCity wishes to acquire from ComponentOne, the United States trademark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks"). Notwithstanding anything herein to the contrary, the Marks are and remain Collateral, as defined in that certain Security Agreement between the parties in connection with the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ComponentOne hereby sells, assigns, transfers and sets over to GrapeCity its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for GrapeCity's own use and enjoyment, and for the use and enjoyment of GrapeCity's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ComponentOne if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for GrapeCity's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

(1) ComponentOne hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record GrapeCity as the assignee and owner of the Marks.


(2) ComponentOne shall take all further actions, and provide to GrapeCity, GrapeCity's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by GrapeCity to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that GrapeCity reasonably may deem appropriate that may be secured

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under the laws now or hereafter in effect in the United States or in any foreign country; and (iv) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

IN WITNESS WHEREOF, ComponentOne and GrapeCity have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

GRAPECITY, INC.,

By: 

Naoyuki Baba, President

COMPONENTONE L.L.C.,

By: 

Sunny Wong, President

SCHEDULE A

U.S. TRADEMARK

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
ComponentOne	2670965	01/07/2003
CI	2789154	12/02/2003
CI Logo	2817165	2/24/2004
ComponentOne FrontLine	3502670	09/16/2008
ComponentOne NetHelp	3308389	10/09/2007
ComponentOne Ribbon	3528268	11/04/2008
ComponentOne SmartDesigner	3331662	11/06/2007
ComponentOne Studio	2914625	12/28/2004
ComponentOne XMLHELP	3349521	12/04/2007
Demoworks	3531874	11/11/2008
Doc-To-Help	1763633	04/06/1993
Frontline	3548076	12/16/2008
True DBGRID	2073116	06/24/1997
VideoSoft	2075185	07/01/1997
Wijmo	3980683	06/21/2011
XMLHelp	3412791	04/15/2008
Apex	1964139	03/26/1996
VISUAL DEVELOPMENT, ACCELERATED.	3321179	10/23/2007
VSFLEX	2025520	12/24/1996
VSVIEW	2023895	12/17/1996

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