

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Stock Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PlanetSoft Holdings, Inc.		06/03/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ebix, Inc.		
Street Address:	3501 Algonquin Road, Suite 500		
City:	Rolling Meadows		
State/Country:	ILLINOIS		
Postal Code:	60008		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85314017	PLASMA	
CORRESPONDENCE DATA			
Fax Number:	2022801177		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	904 247 2620		
Email:	eastdocket@hollymenker.com		
Correspondent Name:	James R. Menker, Holley & Menker, P.A.		
Address Line 1:	P.O. Box 331937		
Address Line 4:	Atlantic Beach, FLORIDA 32233		
ATTORNEY DOCKET NUMBER:	1621.0005		
NAME OF SUBMITTER:	James R. Menker		
Signature:	/JMENKER/		
Date:	01/11/2013		

OP \$40.00 85314017

Total Attachments: 6

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STOCK PURCHASE AGREEMENT

BY AND AMONG

**EBIX, INC.,
AS BUYER,**

**PLANETSOFT HOLDINGS, INC.,
AS THE COMPANY,**

THE SELLERS LISTED ON THE SIGNATURE PAGE HERETO

AND

**SUDHIR BAJAJ,
ACTING IN HIS CAPACITY AS SELLERS' REPRESENTATIVE**

DATED AS OF

JUNE 3, 2012

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this “**Agreement**”), effective as of June 1, 2012, is entered into by and among Ebix, Inc., a Delaware corporation (“**Buyer**”), PlanetSoft Holdings, Inc., a Delaware corporation (the “**Company**”), the stockholders listed on the signature page hereto (each a “**Seller**”, and collectively the “**Sellers**”) and Sudhir Bajaj solely in his capacity as Sellers’ Representative, as agent for and on behalf of the Stockholders.

RECITALS

WHEREAS, the Sellers own all of the issued and outstanding shares of common stock, par value [\$_0.01_] (the “**Shares**”), of the Company; and

WHEREAS, the Sellers wish to sell to Buyer, and Buyer wishes to purchase from the Sellers, the Shares, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I Definitions

The following terms have the meanings specified or referred to in this **Article I**:

“**Accounting Referee**” has the meaning set forth in **Section 6.01(a)**.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning set forth in the preamble.

“**Transaction Documents**” means this Agreement, the Earnout Agreement and any other agreement required to evidence the transactions contemplated by this Agreement.

“**Undisputed Amounts**” has the meaning set forth in **Section 2.06(b)(iii)**.

“**Union**” has the meaning set forth in **Section 3.20(b)**.

“**WARN Act**” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

“**\$**” means United States dollars.

ARTICLE II Purchase and sale

Section 2.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing, the Sellers shall sell to Buyer, and Buyer shall purchase from the Sellers, the Shares, free and clear of all Encumbrances, for the consideration specified in **Section 2.02**.

Section 2.02 Purchase Price. The maximum aggregate purchase price for the Shares shall be ~~_____~~, to be paid as set forth in Section 2.04 below, subject to the potential earnout payments pursuant to **Section 2.04** hereof and the adjustment pursuant to **Section 2.06** hereof (the “**Purchase Price**”).

Section 2.03 Reserve Amount. At the Closing, Buyer shall deliver to the Sellers’ Representative the sum of \$250,000 (the “**Reserve Amount**”) for deposit into a bank account (the “**Reserve Account**”) controlled by the Sellers’ Representative to be used to cover the costs and expenses, if any, incurred by the Sellers’ Representative in pursuing or defending any claims against Buyer under this Agreement, costs and expenses incurred by Sellers for services of the Independent Accountants, or any other costs or expenses incurred by the Sellers’ Representative in the performance of its obligations as Sellers’ Representative. The Reserve Amount will be deemed a reduction from the Purchase Price otherwise payable to Sellers. Amounts in the Reserve Account shall be disbursed by the Sellers’ Representative as provided in this Agreement. The Sellers’ Representative shall distribute all amounts remaining in the Reserve Account to Sellers, in such percentages as designated in the Payment Spreadsheet, upon the later of thirty-six (36) months from the Closing Date (“**Release Date**”) or the resolution of all claims still pending as of the Release Date.

Section 2.04 Transactions to be Effected at the Closing.

Section 3.11 Condition And Sufficiency of Assets. The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property of the Company are structurally sound, are in good operating condition and repair except for normal wear and tear, and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs. The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property currently owned or leased by the Company, together with all other properties and assets of the Company, are sufficient for the continued conduct of the Company's business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the business of the Company as currently conducted.

Section 3.12 Intellectual Property.

(a) **"Intellectual Property"** means all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world, including such property that is owned by the Company (**"Company Intellectual Property"**) and that in which the Company holds exclusive or non-exclusive rights or interests granted by license from other Persons, including the Sellers (**"Licensed Intellectual Property"**):

(i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered, unregistered or arising by Law, and all registrations and applications for registration of such trademarks, including intent-to-use applications, and all issuances, extensions and renewals of such registrations and applications;

(ii) internet domain names, whether or not trademarks, registered in any generic top level domain by any authorized private registrar or Governmental Authority;

(iii) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered, unregistered or arising by Law), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications;

(iv) confidential information, source code, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable; and

(v) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications.

(b) **Section 3.12(b)** of the Disclosure Schedules lists all Company Intellectual Property that subject to any issuance, registration, application or other filing by, to or with any

Governmental Authority or authorized private registrar in any jurisdiction (collectively, “**Intellectual Property Registrations**”), including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing; or (ii) used in or necessary for the Company’s current or planned business or operations. All required filings and fees related to the Intellectual Property Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Intellectual Property Registrations are otherwise in good standing. The Company has provided Buyer with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all Intellectual Property Registrations.

(c) The Company owns, exclusively or jointly with other Persons, all right, title and interest in and to the Company Intellectual Property, free and clear of Encumbrances. Without limiting the generality of the foregoing, the Sellers has entered into binding, written agreements with every current and former employee of the Company, and with every current and former independent contractor, whereby such employees and independent contractors assign to the Company any ownership interest and right they may have in the Company Intellectual Property; and (ii) acknowledge the Company’s exclusive ownership of all Company Intellectual Property. The Company has provided Buyer with true and complete copies of all such agreements. The Company is in full compliance with all legal requirements applicable to the Company Intellectual Property and the Company’s ownership and use thereof.

(d) **Section 3.12(d)** of the Disclosure Schedules lists all licenses, sublicenses and other agreements whereby the Company is granted rights, interests and authority, whether on an exclusive or non-exclusive basis, with respect to any Licensed Intellectual Property that is used in or necessary for the Company’s current or planned business or operations (except, in either case, for standard end-user software license and support/maintenance agreements). The Company has provided Buyer with true and complete copies of all such agreements. All such agreements are valid, binding and enforceable between the Company and the other parties thereto, and the Company and such other parties are in full compliance with the terms and conditions of such agreements except that enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the rights of creditors generally and (b) the availability of equitable remedies (including, without limitation, specific performance and injunctive relief).

(e) The Company Intellectual Property and Licensed Intellectual Property as currently or formerly owned, licensed or used by the Company or proposed to be used, and the Company’s conduct of its business as currently and formerly conducted and proposed to be conducted have not, do not and will not, to the Sellers’ Knowledge, infringe, violate or misappropriate the Intellectual Property of any Person. Neither the Sellers nor the Company has received any communication, and no Action has been instituted, settled or, to the Sellers’ Knowledge, threatened that alleges any such infringement, violation or misappropriation, and none of the Company Intellectual Property are subject to any adverse outstanding Governmental Order.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BUYER:

EBIX, INC.

By: _____

Name: Robin Raina

Title: President

COMPANY:

PLANETSOFT HOLDINGS, INC.

By: _____

Name: Sudhir Bajaj

Title: Chief Executive Officer

SELLERS:

Sudhir Bajaj

Subba Raju

Ash Sawhney

Paul Howman

Shivbir Grewal