

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
Entellium Corporation		02/03/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Intuit Inc.		
Street Address:	2535 Garcia Avenue		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94043		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78907312	RAVE CRM	
CORRESPONDENCE DATA			
Fax Number:	6508123444		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(650) 812-3400		
Email:	jscher@carrferrell.com, shernandez@carrferrell.com		
Correspondent Name:	Jefferson F. Scher		
Address Line 1:	120 Constitution Drive		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	T-3497 US		
NAME OF SUBMITTER:	Jefferson F. Scher		
Signature:	/Jefferson F. Scher/		
Date:	02/19/2014		

OP \$40.00 78907312

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This is an assignment (the "**Assignment**") by Entellium Corporation, a Delaware corporation ("**Parent Seller**"), and Entellium N.A., a Nevada corporation (collectively, the "**Assignors**" and each individually referred to as an "**Assignor**"), in favor of Intuit Inc., a Delaware corporation, or its assignee or assignees ("**Assignee**"), to be effective as of February 3, 2009.

WHEREAS, Assignors, Entellium Technologies Sdn Bhd, a Malaysian company limited by shares, Entellium Asia Pte Ltd., a Singaporean corporation, and Entellium U.K. Ltd., a United Kingdom limited company (collectively, the "**Sellers**"), and Assignee are parties to that certain Asset Purchase Agreement dated as of November 23, 2008 (the "**Purchase Agreement**"), pursuant to which Assignee has agreed to purchase from Sellers the Acquired Assets and to assume from Sellers the Assumed Liabilities; and

WHEREAS, pursuant to the Purchase Agreement, Assignor is transferring all of Assignor's right, title and interest in and to the trademarks, registrations and applications for registration thereof identified in the attached schedule, together with the goodwill symbolized thereby, and this assignment is contemplated by Section 2.1(a)(iii) and Section 2.1(b)(v) of the Purchase Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Purchase Agreement.

2. Assignment of Trademark. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, each Assignor hereby assigns, transfers and conveys to Assignee, effective as of the Effective Time, all of its right, title, and interest in and to the trademarks, registrations and applications for registration thereof identified in **Schedule 1** attached hereto, together with the goodwill symbolized thereby (the "**Trademarks**"), free and clear of all Encumbrances.

3. Execution of Transfer. Each Assignor hereby agrees to use reasonable commercial efforts to execute, acknowledge, co-operate in, and deliver all such further assignments, transfers, conveyances, acknowledgements or assurances as may be required for the transferring, assigning, conveying, granting, assuring, perfecting and confirming to Assignee the Trademarks or to otherwise consummate the transactions contemplated by this Assignment.

4. Attorney-in-fact. Each Assignor agrees to execute any documents as Assignee may request to evidence, establish, maintain or protect Assignee's ownership or assignment of the Trademarks. To provide for the possibility that any Assignor fails to do so within five (5) business days of Assignee's reasonable request, each Assignor irrevocably appoints Assignee and its duly authorized officers and agents, as its agents as Assignor's attorney-in-fact with full

power of substitution to act for and on such Assignor's behalf and instead of such Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by such Assignor.

5. Terms of the Purchase Agreement. Each of the Assignors and Assignee acknowledges and agrees that the representations, warranties and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

7. No Third Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any person or entity other than the Assignors and Assignee and their respective successors and permitted assigns.

8. Succession and Assignment. This Assignment shall be binding upon and inure to the benefit of the Assignors and Assignee and their respective successors and permitted assigns. No Assignor may assign or otherwise transfer either this Assignment or any of its rights, interests or obligations hereunder without the prior written approval of Assignee.

9. Counterparts and Facsimile Signature. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment may be executed by facsimile signature.

10. Headings. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

11. Governing Law. This Assignment, and any and all matters arising directly or indirectly herefrom, shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Washington.

12. Submission to Jurisdiction. Each of the Assignors and Assignee (a) submits to the exclusive jurisdiction of the Bankruptcy Court in any action or proceeding arising out of or related to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined in the Bankruptcy Court, (c) waives any claim of inconvenient forum or other challenge to venue in Bankruptcy Court, and (d) agrees not to bring any action or proceeding arising out of or related to this Agreement in any forum or venue other than the Bankruptcy Court; provided, however, that if the Cases have closed, each of the Assignors and Assignee agree to unconditionally and irrevocably submit to the exclusive jurisdiction of any state or federal court located in the State of California and any appellate court from any thereof,

for the resolution of any such claim or dispute. Each of the Assignors and Assignee hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Assignors and Assignee hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

13. No Jury Trial. Each of the Assignors and Assignee acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues. **ACCORDINGLY, EACH OF THE ASSIGNORS AND ASSIGNEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.** Each of the Assignors and Assignee certifies and acknowledges that (a) no other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver, (b) such party understands and has considered the implications of this waiver, and (c) such party has been induced to enter into this Agreement by, among other things, the waivers and certifications in this Section 13.

14. Amendments and Waiver. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignee and by Parent Seller on behalf of Assignors. No waiver of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by Assignee, in the case of a waiver by Assignee or Parent Seller, in the case of a waiver by any Assignor. No waiver with respect to any default, misrepresentation or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant.

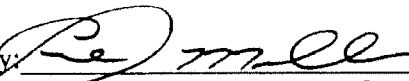
15. Severability. Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Assignors and Assignee agree that the court making the determination of invalidity or unenforceability shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Assignment shall be enforceable as so modified.

[Signature page follows]


IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first above written.

ASSIGNORS:

ENTELLIUM CORPORATION

By: 
Name: CHARLES MILLER
Title: CHIEF RESTRUCTURING OFFICER

ENTELLIUM N.A.

By: 
Name: CHARLES MILLER
Title: CHIEF RESTRUCTURING OFFICER

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

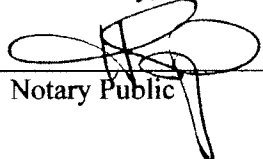
TRADEMARK
REEL: 005218 FRAME: 0825

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

Before me, a Notary Public in and for said County and State, personally appeared Charles Miller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 3rd day of February, 2009.

My Commission Expires: 12-12-2009



Notary Public



ASSIGNEE

INTUIT INC.

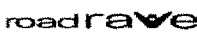

By: AT
Name: ANGUS THOMSON
Title: VP - Mktg

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
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Schedule 1

Registered Trademarks and Trademark Applications:

<u>Serial No.</u>	<u>Mark</u>	<u>Owner</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Filing Date</u>
78907312	RAVE CRM	Entellium Corporation	Registered Trademark	US Patent and Trademark Commission	June 13, 2006
78907295	ROAD RAVE	Entellium Corporation	Trademark Application	US Patent and Trademark Commission	June 13, 2006
77012453		Entellium Corporation	Trademark Application		October 3, 2006
78907289	RAVE	Entellium Corporation	Trademark Application	US Patent and Trademark Commission	June 13, 2006
77012435		Entellium Corporation	Trademark Application		October 3, 2006
77011950	YOU CAN BE THAT GOOD	Entellium Corporation	Trademark Application	US Patent and Trademark Commission	October 2, 2006

Unregistered Trademarks:

- Rave Plus & Complete
- Rave Marketing
- Rave Integrate
- Rave Insight