

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Xactware, Inc.	11/10/2006
RECEIVING PARTY DATA	
Name:	Xactware Solutions, Inc.
Street Address:	1426 East 750 North
City:	Orem
State/Country:	UTAH
Postal Code:	84097
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6037945
Patent Number:	6816819
CORRESPONDENCE DATA	
Fax Number:	(973)624-7070
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(973) 622-4444
Email:	shalpern@mccarter.com
Correspondent Name:	Steven E. Halpern c/o McCarter & English
Address Line 1:	100 Mulberry Street
Address Line 2:	Four Gateway Center
Address Line 4:	Newark, NEW JERSEY 07102
ATTORNEY DOCKET NUMBER:	97171-00047
NAME OF SUBMITTER:	Steven E. Halpern
Total Attachments: 6 source=XactwareAssignment#page1.tif source=XactwareAssignment#page2.tif	

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ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

Dated November 10, 2006

BE IT KNOWN BY THESE PRESENTS THAT:

WHEREAS, LOVELAND, INC., f/k/a XACTWARE, INC., a corporation organized and existing under the laws of the State of Utah and having a principal place of business at 1426 East 750 North, Orem, Utah 84097 (the "**Assignor**"), is desirous of assigning, transferring and conveying to the Assignee hereinafter identified its entire right, title and interest in and to the United States patents and patent applications, and foreign patents and patent applications listed in **Exhibit A** attached hereto (the "**Patent Properties**") and the inventions disclosed and/or claimed therein; and

WHEREAS, XACTWARE SOLUTIONS, INC., a corporation organized and existing under the laws of the State of Delaware and having a principal place of business at 1426 East 750 North, Orem, Utah 84097 (the "**Assignee**"), is desirous of acquiring the Assignor's entire right, title and interest in and to the said Patent Properties;

NOW, THEREFORE, for good and valuable consideration as more particularly described in an Asset Purchase Agreement dated August 2, 2006 (the "**Purchase Agreement**"), entered into, inter alia, by the Assignor and the Assignee (none of the provisions of which shall be deemed to be modified, limited or amended hereby), the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns, transfers and conveys unto the Assignee, its successors and assigns, its entire right, title and interest in and for the United States of America and all other countries in and to the aforesaid inventions and said Patent Properties, including any and all industrial designs, utility models, divisions, continuations or continuations-in-part thereof, and any reissues or reexaminations thereof, and in and to any and all applications for patents filed in this or any foreign countries for said inventions or improvements thereof, including all priority rights, and any and all patents which may be granted in foreign countries therefore, to have and hold the same to the full end of the term or terms for which any and all said patents have been granted, reissued or reexamined, together with all unsatisfied claims for damages by reason of past infringement of said Patent Properties and the right to sue for such damages and collect same;

AND the Assignor hereby authorizes and requests patent offices worldwide to recognize the said Patent Properties as being in the name of the Assignee, as owner of the entire right, title and interest in and to the same, for the sole use and benefit of the Assignee, its successors and assigns and requests that all patents maturing from said Patent Properties in the United States or any other countries be issued to the Assignee or to such nominees as it may designate;

AND the Assignor, for the considerations aforesaid, hereby covenants and agrees to and with the Assignee, its successors and assigns, that the Assignor, its successors and assigns, shall and will do all lawful acts and things and make, execute (such execution to be at no expense to Assignee) and deliver, at the expense of the Assignee any and all other instruments in writing,

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further applications, papers, affidavits, assignments, and other documents which are reasonably necessary to secure and vest in the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Patent Properties and/or all of the rights, titles, benefits, privileges, and advantages hereby sold, assigned, transferred and conveyed, and that the Assignor will sign any applications for reissue which may be desired by the owner of the Patent Properties.


[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Assignor and the Assignee, by their duly authorized officers, do hereby execute this Assignment as of the date first set forth above.

LOVELAND, INC., f/k/a/ XACTWARE, INC.

Name: Jim Loveland


Signature: 

Title: President

ACCEPTED BY:

XACTWARE SOLUTIONS, INC.

Name: Brad J. Jackman

Signature: 

Title: Executive Vice President

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STATE OF Utah)
COUNTY OF Utah) ss:

Personally appeared before me, Karlyn J Norton, a Notary Public in and for said County and State, Jim Loveland with whom I am personally acquainted and who acknowledged that he is President of LOVELAND, INC., f/k/a XACTWARE, INC. and that he executed the foregoing instrument on behalf of LOVELAND, INC., f/k/a XACTWARE, INC. as the free act and deed of LOVELAND, INC., f/k/a XACTWARE, INC., by order of the board of directors of said corporation.

WITNESS my hand and seal at office this 10 day of November, 2006.

My Commission Expires

9-8-2009

Karlyn J. Norton
Notary Public



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STATE OF Utah)
COUNTY OF Utah) ss:

Personally appeared before me, Karlyn J Norton, a Notary Public in and for said County and State, Brad Jackman with whom I am personally acquainted and who acknowledged that he is the Executive Vice President of XACTWARE SOLUTIONS, INC. and that he executed the foregoing instrument on behalf of XACTWARE SOLUTIONS, INC. as the free act and deed of XACTWARE SOLUTIONS, INC. by order of the board of directors of said corporation.

WITNESS my hand and seal at office this 10 day of November, 2006.

My Commission Expires 9-08-2009

Karlyn J Norton
Notary Public



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Exhibit A

Patent Properties

1. UNITED STATES PATENTS

Patent No.	Title	Issue Date
6,829,584	Virtual home data repository and directory	December 7, 2004
6,826,539	Virtual structure data repository and directory	November 30, 2004
6,816,819	Graphical method and system for modeling and estimating construction parameters	November 9, 2004
6,810,383	Automated task management and evaluation	October 26, 2004
6,037,945	Graphical method for modeling and estimating construction parameters	March 14, 2000

2. PENDING UNITED STATES PATENT APPLICATIONS

Appln. Serial No.	Title	Filing Date
10/972,832	Automated task management and evaluation	October 25, 2004
11/232,695	Claim adjustment quality review	September 22, 2005
09/750,520	Integrated Learning Objects	December 28, 2000
09/974,256	Virtual structure data repository and directory	October 10, 2001

3. CANADIAN PATENT

Patent No.	Title	Issue Date
2,249,246	Graphical method and system for modeling and estimating construction parameters	September 28, 2004

4. PENDING CANADIAN PATENT APPLICATIONS

Appln. Serial No.	Title	Filing Date
2,351,977	Automated item selection for computer programs	June 28, 2001
2,329,855	Integrated Learning Objects	December 29, 2000
2,329,882	Virtual home information repository and directory	December 29, 2000

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RECORDED: 07/17/2007

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