PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Trilog Group SARL	08/12/2004

RECEIVING PARTY DATA

Name:	International Business Machines Corporation
Street Address:	New Orchard Road
City:	Armonk
State/Country:	NEW YORK
Postal Code:	10504

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11758778

CORRESPONDENCE DATA

Fax Number:	(518)449-0047

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	518-449-0044
Email:	vfleming@hoffmanwarnick.com
Correspondent Name:	Hoffman Warnick LLC
Address Line 1:	75 State Street
Address Line 2:	14th Floor
Address Line 4:	Albany, NEW YORK 12207

ATTORNEY DOCKET NUMBER:	LOT920050030US2
NAME OF SUBMITTER:	Stephen F. Swinton, Jr.

Total Attachments: 10
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INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Trilog Group SARL ("Trilog") and International Business Machines Corporation ("IBM") have entered into an Asset Purchase Agreement (the "Purchase Agreement") dated August 9, 2004; and

WHEREAS, Trilog has agreed in the Purchase Agreement to sell, assign and transfer all of the FlowBuilder Assets.

NOW THEREFORE, in consideration of the payment by IBM to Trilog in accordance with the terms of the Purchase Agreement, Trilog hereby covenants and agrees as follows:

1. All capitalized terms in this Assignment not otherwise defined shall have the meaning given to them in the Purchase Agreement.

2. Trilog hereby sells, assigns, transfers and conveys to IBM all right, title and interest in and to the FlowBuilder Assets, excluding the Other Materials.

3. Trilog hereby sells, assigns, transfers and conveys to IBM all of Trilog's right, title and interest in and to the Other Materials.

4. Trilog hereby waives any and all moral rights associated with the FlowBuilder Assets.

5. Trilog covenants and agrees with IBM to execute and deliver any agreements, acknowledgments and assignments deemed necessary or desirable by IBM to give further effect to this Assignment and the Purchase Agreement and to perfect its title in or registration or evidence ownership of the FlowBuilder Assets in IBM.

Dated this ___ day of August, 2004.

TRILOG GROUP SARL

By: _____

Name: Joseph El Homsi
Title: Chairman

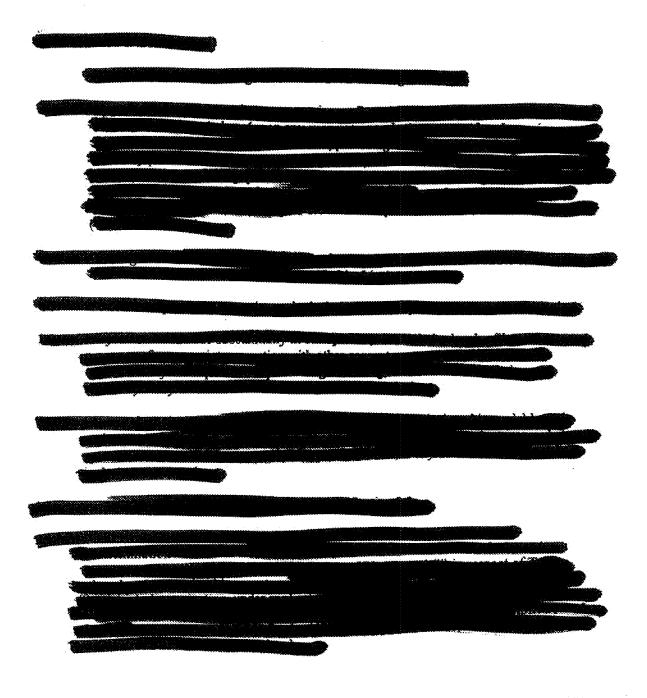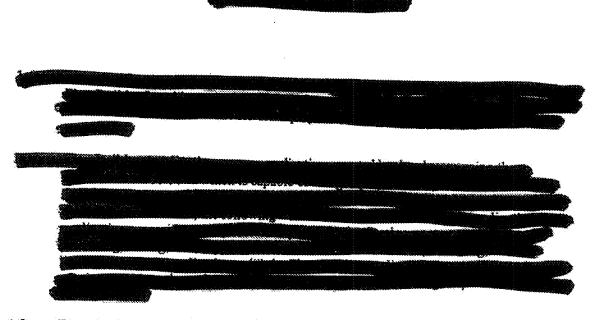## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") dated as of August 9, 2004, is by and between Trilog Group SARL, a Lebanese corporation with an address at 47 Corniche du fleuve, Beirut, Lebanon ("Trilog"), the Indemnifying Trilog Parties (as defined below), and International Business Machines Corporation, a New York corporation with an address at Route 100, Building 1, Somers, NY 10589 ("IBM").

Under this Agreement, Trilog will sell and IBM will purchase certain assets of Trilog, as further described herein.
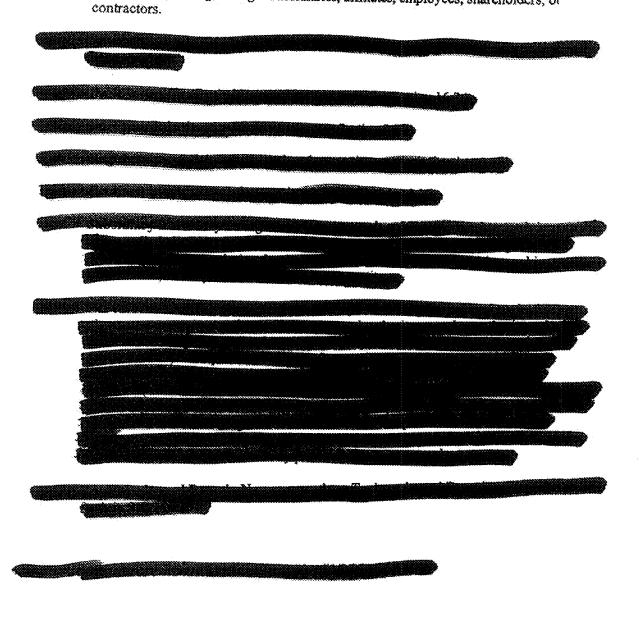
[REDACTED]

1.8   **FlowBuilder Assets** shall mean all materials, assets and Intellectual Property associated with, used, or required for the development, use, operation, marketing, sale, support or maintenance of the Trilog product FlowBuilder XML in its most current version and in all previous versions including FlowBuilder Domino and related technology, including all assets described in Schedule 2.1, and all Code, related Source Code libraries, documentation and materials (including, without limitation, development documentation, documentation showing how the Code works, technical sales and marketing documentation, testing documentation, support documentation, sales collateral, brochures, associated components and sample applications), all goodwill relating thereto, and all right to register or otherwise apply for the protection of any of the foregoing items. FlowBuilder Assets do not include the Web sites www.triloggroup.com or www.xsp.net, or any FlowBuilder Applications.
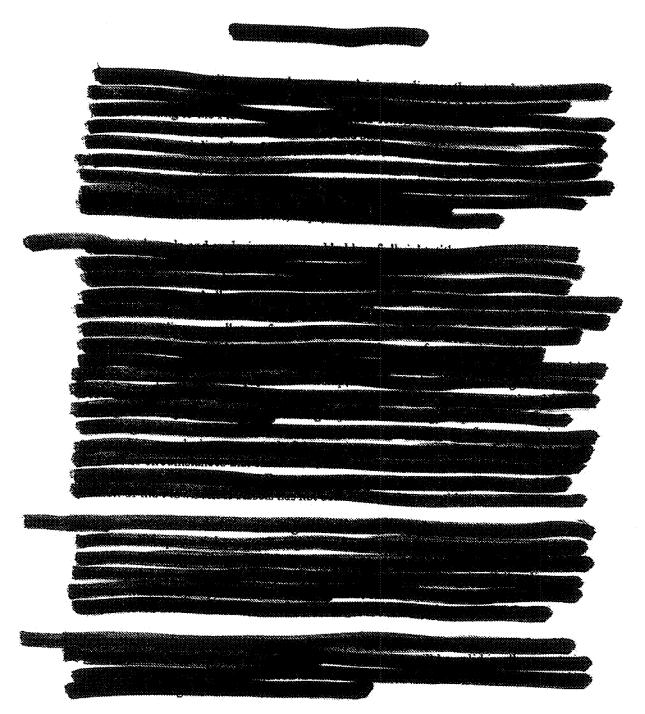
[REDACTED]

1.12   **Intellectual Property** means any and all Code, including modifications and improvements thereto, development documentation, all other documentation, programming tools, test suites, drawings, specifications, data, patents, patent applications, patent rights, trademarks, trademark registrations, trademark applications, licenses,
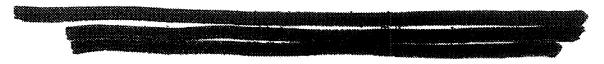
service marks, business marks, trade names, brand names, Domain Names, all other names and slogans embodying business or product goodwill (or both), copyright registrations, mask works, copyrights (including those in computer programs), designs (including, but not limited to, appearance designs), trade secrets, technology, processes, inventions, discoveries and improvements, know-how, proprietary rights, technical information, confidential and proprietary information and all other intellectual property rights and similar rights worldwide, whether or not subject to statutory registration or protection, including the right to recover for past and future infringement. The foregoing includes all intellectual property, as defined above, whether acquired from a third party or developed by Trilog, Trilog's Subsidiaries, affiliates, employees, shareholders, or contractors.
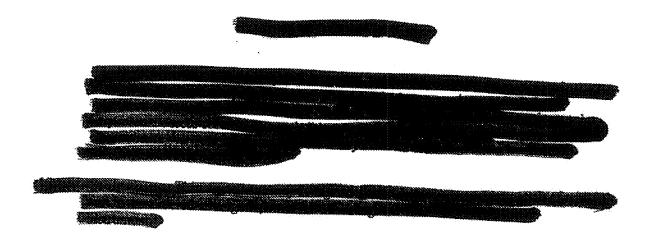
5.11 Schedule 5.11 sets forth a complete list of all registrations and applications for patents, copyrights, trademarks, service marks, trade names, and any other Intellectual Property (collectively, "Registrations and Applications") that have been issued to Trilog in connection with the FlowBuilder Assets or that are pending or have been abandoned. With respect to the Registrations and Applications and other Intellectual Property rights in effect and related to the FlowBuilder Assets, all necessary affidavits of use or continuing use have been timely filed, all requirements from governmental agencies have been satisfied, and all necessary maintenance fees have been paid.

IN WITNESS WHEREOF, this Agreement has been executed by the parties.

TRILOG GROUP SARL

By: _JOSEPH EL-HOMSI_

Title: _CHAIRMAN_

Date: _August 18, 2004_

**INTERNATIONAL BUSINESS
MACHINES CORPORATION**

By: _Jim E Neuman_

Title: _VP Business Development_

Date: _August 19, 2004_

ALEX EL HOMSI

By: _____

Title: _President & CEO_

Date: _August 9, 2004_

GHASSAN EL HOMSI

By: _____

Title: _Managing Director_

Date: _August 14, 2004_

JOSEPH EL HOMSI

By: _____

Title: CHAIRMAN

Date: August 20, 2004

TRILOG GROUP, INC.

By: _____ Alex EL Homsi

Title: President & CEO
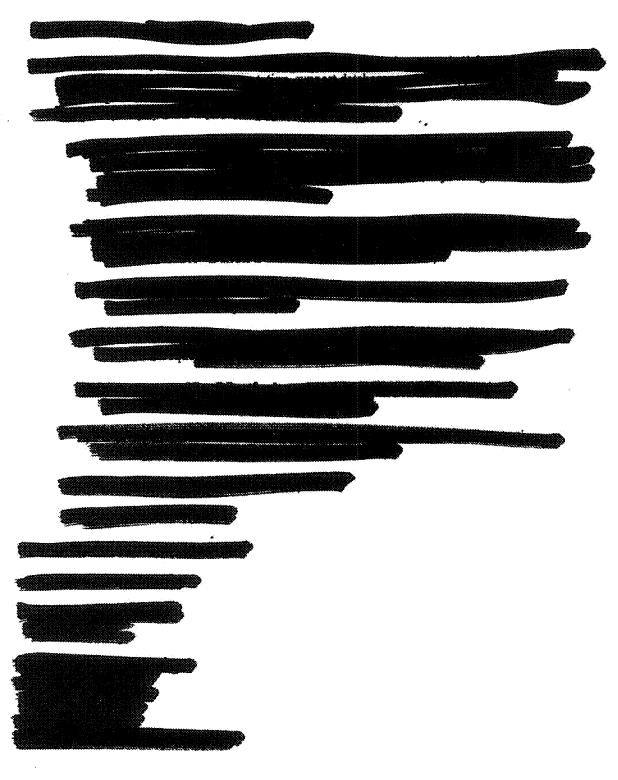
Date: August 9, 2004

FLOWBUILDER SOFTWARE SARL (EUROPE)

By: _____ Chareu HOMSI

Title: Gérant

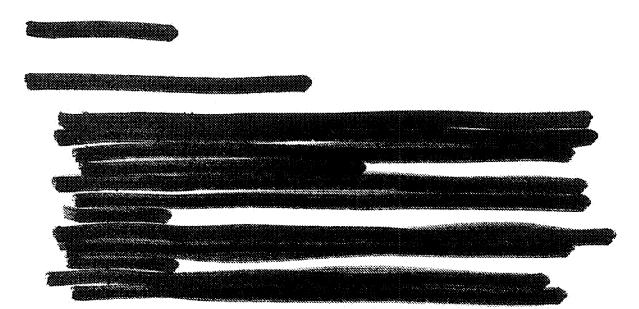Date: August 14, 2004

Schedule 2.1

FLOWBUILDER ASSETS

D. Patents and Patent Applications

U.S. Patent Application 09/828,710, filed April 6, 2001 for "Workflow System Matrix Organization Search Engine"
U.S. Provisional Patent Application 60/194,932 filed April 6, 2000
U.S. Provisional Patent Application 60/281,664 filed April 5, 2001
U.S. Patent Application 09/540,509, filed January 30, 2004 for "Notes to XSP Migration Tool"
U.S. Provisional Patent Application 60/281,914
U.S. Provisional Patent Application 60/540,509
U.S. Provisional Patent Application 60/540,388, filed January 30, 2004 for "Application Programming Interface"
Assignment of U.S. Patent Application 09/828,710
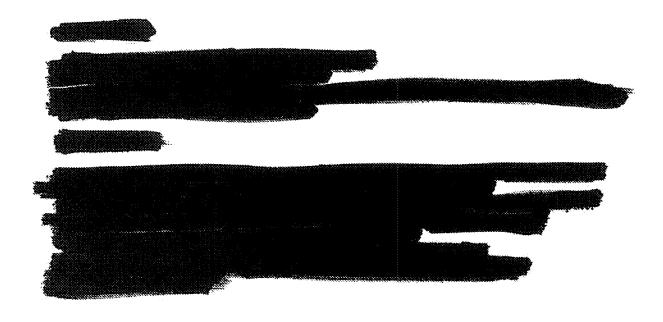Assignment of U.S. Patent Application 09/828,596

Schedule 5.11

REGISTRATIONS OF AND APPLICATIONS FOR INTELLECTUAL PROPERTY RIGHTS

Patent Rights

a) U.S. Patent Application SN 09/828,710 filed April 6, 2001 for "Workflow System Matrix Organization Search Engine"

b) U.S. Patent Application 09/828,596 filed April 6, 2001 for "Workflow System and Method"

c) U.S. Provisional Patent Application 60/194,932 filed April 6, 2000

d) U.S. Provisional Patent Application 60/281,664 filed April 5, 2001

e) U.S. Provisional Patent Application 60/281,914 filed April 5, 2001

f) U.S. Provisional Patent Application 60/540,388 filed January 30, 2004 for "Application Programming Interface"

g) U.S. Provisional Patent Application 60/540,509 filed January 30, 2004 for "Notes to XSP Migration Tool"

h) Assignment of U.S. Patent Application 09/828,710

i) Assignment of U.S. Patent Application 09/828,596