

Form PTO-1595 (Rev. 09-08)
OMB No. 0651-0027 (exp. 10/31/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Lombardi Software, Inc.
615 South Dupont Highway
Dover, Delaware 19901

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 06/17/2010

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: International Business Machines Corporation

Internal Address: _____

Street Address: New Orchard Road

City: Armonk

State: New York

Country: US Zip: 10504

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

Please see attached.

☐ This document is being filed together with a new application.

B. Patent No.(s)

Please see attached.

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: International Business Machines Corporation

Internal Address: _____

Street Address: 11501 Burnet Road

City: Austin

State: TX Zip: 78758

Phone Number: 512-286-8281

Fax Number: 512-973-4257

Email Address: attm@us.ibm.com

6. Total number of applications and patents involved: 19

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 760

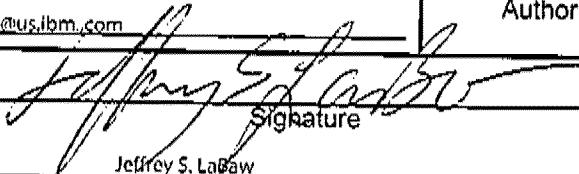
- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 090447

Authorized User Name Sylvia Rodriguez

9. Signature:


Signature

03/22/2011

Date

Jeffrey S. Labaw
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$680.00 090447 1111776

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PATENT SCHEDULE

Application Serial #	Title	Country	Type	Filing Date	Status
11/117,764	Method Of Separating Reporting Definitions From Execution Definitions In A Business Process	US	Utility	4/26/05	Abandoned
60/569,130	Method Of Separating Reporting Definitions From Execution Definitions In A Business Process	US	Provisional	5/7/04	Expired
11/117,763	Method For Calculating Business Process Durations	US	Utility	4/26/05	Issued (7,454,310)
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60/866,737	Business Process Diagram Visualization Using Heat Maps	US	Provisional	11/21/06	Expired
11/566,045	Business Process Diagram Visualization Using Timeline-Based Heat Maps	US	Utility	12/1/06	Pending
11/609,565	Business Process Diagram Data Collection	US	Utility	12/12/06	Pending
11/566,065	Modification Of A Diagram For Business Process Optimization	US	Utility	12/1/06	Pending
09/399,389	System, method, signal and software for implementing system undercover agents	US	Utility	9/20/99	
PCT/US00/25837	System, method, signal and software for implementing system undercover agents		PCT	9/19/00	Published
AU2000000075973	System, method, signal and software for implementing system undercover agents	AU	Innovation Patent	9/19/00	Lapsed
09/398,869	Method, system, and software for an interactive, multi-user workflow management system	US	Utility	9/20/99	
PCT/US00/25831	Method, system, and software for an interactive, multi-user workflow management system		PCT	9/19/00	Published
AU2000000075969	Method, system, and software for an interactive, multi-user workflow management system	AU	Innovation Patent	9/19/00	Lapsed

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is made the 17th day of June, 2010.

BETWEEN:

International Business Machines Corporation, a New York company ("Assignee")

-and-

Lombardi Software, Inc., a Delaware company ("Assignor").

WHEREAS Assignor wishes to transfer and assign the Lombardi Intellectual Property Rights (as defined below) to Assignee, and Assignee wishes to acquire the Lombardi Intellectual Property Rights, in each case as contemplated by that certain Agreement and Plan of Liquidation, dated April 26, 2010, between Assignor and Assignee (the "Liquidation Plan").

NOW THEREFORE, in furtherance of the Liquidation Plan, Assignor and Assignee, each intending to be bound legally, agree to the following terms and conditions:

1. Definitions

"**Lombardi Intellectual Property Rights**" means all Intellectual Property Rights as defined below in any jurisdiction, whether patented or registered or not, owned, used or held by Assignor, including rights in:

(a) inventions, discoveries, ideas, concepts, and Technical Information, whether patentable or not, pending patent applications (including divisionals, reissues, renewals, re-examinations, continuations, continuations-in-part and extensions) and issued patents, including, without limitation, all patents and patent applications listed in the list attached hereto in Annex A;

(b) trade-marks, service marks and certification marks (whether or not registered), domain names, trade dress, trade-names, business names and other indicia of origin and registration and applications to register any of the foregoing in any jurisdiction and any extensions, modifications or renewals thereof, and including the goodwill associated with any of the foregoing, including, without limitation, all domain names, trademarks and trademark applications listed in the list attached hereto in Annex A;

(c) computer programs (including source code, object code and data) and related documentation and materials; other works of authorship including drawings, notes, reports, other documents and materials; magnetic, electronic, sound or video recordings; photographs or cinematographic works; and all copyrights therein, including, without limitation, any registered copyrights listed in the list attached hereto in Annex A;

(d) industrial designs and similar rights;

(e) integrated circuit topographies, mask works and similar rights;

(f) licenses, immunities and covenants not to commence legal proceedings or Claims relating to any of the foregoing;

(g) any Claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing; and

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(h) any goodwill associated with the Intellectual Property Rights.

"Intellectual Property Rights" shall mean all intellectual property rights and applications for intellectual property rights, including, without limitation, all service marks, mask works, brand names, unregistered titles, domain names, certification marks, assumed names, designs, topographies, geographic-origin marks and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; discoveries, inventions and ideas, whether patented, patentable or not in any jurisdiction; design rights, database rights, know-how and any other technology; confidential information and rights in any jurisdiction to limit the use or disclosure thereof by any person; writings and other works, whether copyrighted, copyrightable or not in any jurisdiction; registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof; any similar intellectual property or proprietary rights similar to any of the foregoing.

"Claims" includes claims, demands, complaints, grievances, actions, suits, causes of action, Orders, charges, indictments, prosecutions, information or other similar process, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, professional fees, including fees of legal counsel on a substantial indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

"Orders" means, any order, injunction, writ, judgment, decree, ruling, award, assessment, direction, instruction, legally binding agreements or stipulation, penalty or sanction issued, filed or imposed by any governmental entity or arbitrator.

"Technical Information" means all know-how and related technical knowledge owned, used or held for use in or relating to the business of the Assignor, including:

- (a) trade secrets, confidential information and other proprietary know-how;
- (b) public information and non-proprietary know-how;
- (c) information of a scientific, technical, financial or business nature regardless of its form;
- (d) uniform resource locators, telephone, telecopy and email addresses, and UPC consumer packaging codes; and
- (e) documented research, forecasts, studies, marketing plans, budgets, market data, developmental, demonstration or engineering work, information that can be used to define a design or process or procure, produce, support or operate material and equipment, methods of production and procedures, all formulas and designs and drawings, blueprints, patterns, plans, flow charts, parts lists, manuals and records, specifications, and test data.

2. Transfer and Assignment of Intellectual Property Rights

The Assignor hereby transfers, conveys, assigns, and delivers to the Assignee, and the Assignee hereby acquires from the Assignor, as of June 17, 2010 (the **"Effective Date"**), all of the Assignor's right, title and interest in and to the Lombardi Intellectual Property Rights.

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3. Effective Conveyance

This Agreement shall operate as an actual conveyance, transfer, assignment and setting over of all the right, title and interest of the Assignor in and to the Lombardi Intellectual Property Rights as of the Effective Date. The Assignor shall, at the request of the Assignee, sign, execute, and deliver all documents, transfers, assignments, matters and things which are convenient and necessary or which counsel for the Assignee may advise for more completely and effectually conveying, assigning and transferring to or vesting the Lombardi Intellectual Property Rights in the Assignee (and thereafter into any other entity required or desired by the Assignee) and all the right, title and interest of the Assignor therein, including the assignment forms attached hereto as Annex B.

4. Non-transferable Intellectual Property Rights

Nothing in this Agreement shall be construed as an assignment of, or an attempt to assign to Assignee, any contract which, as a matter of law or by its terms, is (i) not assignable, or (ii) not assignable without the approval or consent of the issuer thereof or the other party or parties thereto, without first obtaining such approval or consent (collectively "Non-Assignable Rights"). In connection with such Non-Assignable Rights, Assignor shall, at the request of Assignee:

- (a) apply for and use all reasonable efforts to obtain all consents or approvals contemplated by the contracts to be transferred;
- (b) co-operate with Assignee in any reasonable and lawful arrangements designed to provide the benefits and burdens of such Non-Assignable Rights to Assignee, including holding any such Non-Assignable Rights in trust for Assignee or acting as agent for Assignee;
- (c) enforce any rights of Assignor arising from such Non-Assignable Rights against the issuer thereof or the other party or parties thereto;
- (d) take all such actions and do, or cause to be done, all such things at the request of Assignee as shall reasonably be necessary and proper in order that the value of any Non-Assignable Rights shall be preserved and shall inure to the benefit of Assignee; and
- (e) pay over to Assignee, all monies collected by or paid to Assignor in respect of such Non-Assignable Rights.

5. License

Following its acquisition of the Lombardi Intellectual Property Rights, Assignee hereby grants Assignor a royalty-free, worldwide, nonexclusive, non-assignable, non-perpetual, non-transferable and non-sublicensable license under the Lombardi Intellectual Property Rights transferred and assigned to Assignee under this Agreement and any derivatives of the Lombardi Intellectual Property Rights that may be developed during the period from the Effective Date until July 1, 2010, to make, use, import, offer for sale, lease, sell and otherwise transfer products and services; to practice any method, and to make, use, license, copy, reproduce, display, perform and distribute the Lombardi Intellectual Property Rights and derivative works thereof, whether known or unknown; to use the Lombardi Intellectual Property Rights, including trademarks, on or in association with any products or services; and to use other rights under the Lombardi Intellectual Property Rights to make, use, sell or otherwise transfer any product or service. Such license shall terminate on July 1, 2010, with no further act or action by either Assignee or Assignor being required

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to effect such termination. Assignee shall have the right to terminate the license for any reason upon 15 days notice to Assignor.

6. Miscellaneous

(a) The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation hereof.

(b) No party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties hereto.

(c) This Agreement is governed by the laws of the State of New York, USA, without giving effect to its choice of law provisions. Each party submits to the exclusive jurisdiction of the courts of competent jurisdiction in the State of New York, USA, in respect of any action or proceeding relating to this Agreement. The parties shall not raise any objection to the venue of any proceedings in any such court, including the obligation that the proceedings have been brought in an inconvenient forum.

(d) This Agreement may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same agreement.

IN WITNESS OF WHICH the Assignor and the Assignee have executed this Agreement.

Lombardi Software, Inc.

By: *Joan E Shaiman*
Name: Joan E Shaiman
Title: VP, Lombardi
Date: 17-JUNE-2010

International Business Machines Corporation

By: *Mark S Petersen*
Name: Mark S. Petersen
Title: Director of Finance, IP
Date: 17-June-2010

SUZANNE A DAVIDS
Notary Public
State of New Jersey
My Commission Expires Jan 7, 2015

Suzanne A. Davids

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ANNEX A

PATENT and Patent Application LIST

Application Serial #	Title	Country	Type	Filing Date	Status
11/117,764	Method Of Separating Reporting Definitions From Execution Definitions In A Business Process	US	Utility	4/26/05	Abandoned
60/569,130	Method Of Separating Reporting Definitions From Execution Definitions In A Business Process	US	Provisional	5/7/04	Expired
11/117,763	Method For Calculating Business Process Durations	US	Utility	4/26/05	Issued (7,454,310)
60/568,906	Method For Calculating Business Process Durations	US	Provisional	5/7/04	Expired
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60/568,905	Method Of Exposing Normalized Data As Denormalized Tables	US	Provisional	5/7/04	Expired
11/117,762	Business Method For Continuous Process Improvement	US	Utility	4/26/05	Pending
60/568,903	Business Method For Continuous Process Improvement	US	Provisional	5/7/04	Expired
11/566,036	Business Process Diagram Visualization Using Heat Maps	US	Utility	12/1/06	Pending
60/866,737	Business Process Diagram Visualization Using Heat Maps	US	Provisional	11/21/06	Expired
11/566,045	Business Process Diagram Visualization Using Timeline-Based Heat Maps	US	Utility	12/1/06	Pending
11/609,565	Business Process Diagram Data Collection	US	Utility	12/12/06	Pending
11/566,065	Modification Of A Diagram For Business Process Optimization	US	Utility	12/1/06	Pending
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AU2000000075973	System, method, signal and software for implementing system undercover agents	AU	Innovation Patent	9/19/00	Lapsed
09/398,869	Method, system, and software for an interactive, multi-user workflow management system	US	Utility	9/20/99	
PCT/US00/25831	Method, system, and software for an interactive, multi-user workflow management system		PCT	9/19/00	Published
AU2000000075969	Method, system, and software for an interactive, multi-user workflow management system	AU	Innovation Patent	9/19/00	Lapsed

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TRADEMARK and Trademark Application LIST

US Trademarks and Trademark Applications

Mark	Int'l Class	Serial No.	Filing Date	Registration Date	Registration No.	Status
LOMBARDI & DESIGN	9	77/645,913	01/08/2009	07/14/2009	3,654,541	Registered
LOMBARDI BLUEPRINT	9	77/037,747	11/06/2006	02/05/2008	3,379,145	Registered
LOMBARDI BLUEPRINT & DESIGN	9	77/645,943	01/08/2009	07/14/2009	3,654,543	Registered
LOMBARDI SOFTWARE	9	78/382,020	03/10/2004	10/04/2005	3,003,866	Registered
LOMBARDI TEAMWORKS & DESIGN	9	77/645,959	01/08/2009	07/14/2009	3,654,545	Registered
TEAMWORKS LOMBARDI SERVICES & DESIGN	9	75/899,340	01/20/2000	07/31/2001	2,474,505	Registered
	35	77/783,578	7/17/2009	N/A	N/A	Pending
LOMBARDI UNIVERSITY & DESIGN	41	77/784,610	7/17/2009	N/A	N/A	Pending
LOMBARDI EPP	9	77/037778	11/6/2006			Abandoned
LOMBARDI ENTERPRISE PROCESS PLATFORM	9	77/037783	11/6/2006			Abandoned
VALUENOW	36, 42	76/270269	6/11/2001			Cancelled

Non-US Trademarks and Trademark Applications

Mark	Jurisdiction	Int'l Class	Serial No.	Filing Date	Registration Date	Registration No.	Status
LOMBARDI SOFTWARE	Australia	9, 42	857,379	11/16/2000	08/27/2001	857,379	Registered
LOMBARDI SOFTWARE	European Community	9, 42	3498748	10/31/2003	02/10/2005	3563632	Registered
TEAMWORKS	European Community	9, 42	3563632	10/31/2003	01/25/2005	3498748	Registered
LOMBARDI SOFTWARE	Norway	9, 42	200014079	11/17/2000	09/27/2001	210,600	Registered

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DOMAIN NAMES

Domain Name	Registrar	Country	Expiration
bpmprimetime.com	networksolutions.com		2/3/11
lombardi.at	networksolutions.com		11/1/09
lombardi.cn	networksolutions.com		11/1/09
lombardi.com	networksolutions.com		4/5/16
lombardi.tw	networksolutions.com		11/1/09
lombardiblueprint.co.uk	networksolutions.com		11/7/12
lombardiblucprint.com	networksolutions.com		11/7/11
lombardiblueprint.eu	networksolutions.com		11/7/09
lombardiblueprint.net	networksolutions.com		11/7/11
lombardiga.com	networksolutions.com		4/11/12
lombardisoftware.be	networksolutions.com		11/1/09
lombardisoftware.co.uk	networksolutions.com		10/4/09
lombardisoftware.com	networksolutions.com		8/17/13
lombardisoftware.de	networksolutions.com		10/4/13
lombardisoftware.eu	networksolutions.com		4/11/12
lombardisoftware.net	networksolutions.com		10/10/09
lombardisw.com	networksolutions.com		8/17/13
lswlodacxt.com	networksolutions.com		7/25/13
yourtshirtisbetter.com	networksolutions.com		8/22/13
lombardi.dk	web-solutions.dk	Denmark	9/11/09
lombardi.es	web-solutions.dk	Spain	11/13/09
lombardi.no	web-solutions.dk	Norway	10/11/09
lombardi.se	web-solutions.dk	Sweden	8/11/10
lombardisoftware.ca	web-solutions.dk	Canada	11/20/09
lombardisoftware.fr	web-solutions.dk	France	10/11/09
lombardisoftware.it	web-solutions.dk	Italy	11/15/09

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ANNEX B

Recordation Assignment Documents

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PATENT ASSIGNMENT

WHEREAS, Lombardi Software Inc., a Delaware corporation (referred to herein as "Company") having a registered address at 615 South Dupont Highway, Dover Delaware, 19901, has ownership of the patents and patent applications listed in the Patents Schedule attached hereto, all patents which may issue therefrom, and all divisionals, reissues, substitutions, continuations, re-examinations and extensions thereof which may be pending in or granted by any patent office or forum throughout the world (referred to as the "Patents") and whereas Company owns all inventions disclosed and claimed in the Patents ("Inventions");

WHEREAS, International Business Machines Corporation, a New York company, 1 New Orchard Road, Armonk, New York 10504-1722 (referred to herein as "IBM"), desires to acquire the entire right, title and interest in and to the Inventions and Patents; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Company hereby transfers and assigns to IBM free and clear of all liens or other encumbrances, and IBM hereby accepts the transfer and assignment of, the entire right, title, and interest of Company in and to the Patents and Inventions, and all rights of priority resulting from the filing of the Patents; and Company hereby authorizes and requests the Commissioner of Patents and any other relevant authorities to issue all patents related to the Patents to IBM as assignee of Company's entire right, title and interest therein.

Company also hereby transfers and assigns to IBM, and IBM hereby accepts the transfer and assignment of, any foreign rights to the Inventions and Patents, in all countries of the world, including the right to file applications, prosecute, and obtain patents under any treaty including the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and of the European Patent Convention. Company agrees that this executed document is recordable evidence of such transfer and assignment and further agrees to perform at IBM's expense, upon reasonable notice, such lawful acts and to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such foreign patent rights.

Upon the written request of IBM, Company hereby further agrees that Company will sign all lawful papers, execute all divisional, continuation, reissue, re-examination, and substitute applications, make all lawful oaths, and provide reasonable assistance to aid IBM, its successors, assigns and nominees to facilitate the prosecution and maintenance of the Patents in all countries of the world.

This transfer and assignment is effective as of June 17, 2010.

IN WITNESS WHEREOF, the parties hereto have executed this Patent Assignment by its respective duly authorized officer in their respective corporate names.

Lombardi Software, Inc.

International Business Machines Corporation

By: Joan Shannon
Name: Joan E Shannon
Title: VP, Integration Exec
Date: 17-June-2010

By: Mark S. Petersen
Name: Mark S. Petersen
Title: Director of Finance, IP
Date: 17-June-2010

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Lombardi Software Inc., a Delaware corporation (referred to herein as "Company") having a registered address at 615 South Dupont Highway, Dover Delaware, 19901, owns, has adopted, is using or intends to use the U.S. trademarks listed in the Trademarks Schedule attached hereto (the "Marks");

WHEREAS, Company is the owner of the trademark registrations and applications for registration associated with the Marks listed in the Trademarks Schedule attached hereto (the "Registrations"); and

WHEREAS, International Business Machines Corporation, a New York company, 1 New Orchard Road, Armonk, New York 10504-1722 (referred to herein as "IBM") desires to acquire the Marks and the Registrations as successor to the business of Company to which the Marks relate;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Company assigns to IBM, all right, title and interest in the United States in and to the Marks and the Registrations, together with the goodwill of the business symbolized by the Marks and the Registrations.
Dated June 17, 2010.

By:

Name:

Title:

Joan Shaiman
Joan Shaiman
VP Lombardi 17-June-2010

STATE OF

NJ

)

) ss:

COUNTY OF

Essex

)

On this 17th day of June, 2010,
before me, the undersigned Notary Public, personally appeared

Joan Shaiman, personally known to me, to be the person whose name is signed on the preceding or attached document in my presence.

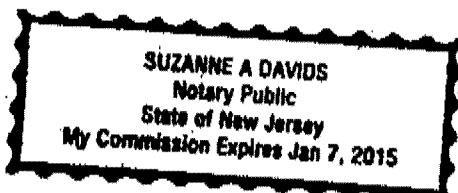
Name:

Suzanne A. Davids

Notary Public

Suzanne A. Davids

My Commission Expires:

Jan 7, 2015

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TRADEMARKS SCHEDULE

US Trademarks and Trademark Applications

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LOMBARDI SOFTWARE	9	78/382,020	03/10/2004	10/04/2005	3,003,866	Registered
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TEAMWORKS	European Community	9, 42	3563632	10/31/2003	01/25/2005	3498748	Registered
LOMBARDI SOFTWARE	Norway	9, 42	200014079	11/17/2000	09/27/2001	210,600	Registered