

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PIVOTPOINT SOLUTIONS, LLC	08/10/2011
RECEIVING PARTY DATA	
Name:	INTRADO, INC.
Street Address:	11808 Miracle Hills Drive
Internal Address:	MS W11-Legal
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68154
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7634266
CORRESPONDENCE DATA	
Fax Number:	4029631599
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4029657077
Email:	tntilden@west.com
Correspondent Name:	WEST CORPORATION C/O Tom Tilden
Address Line 1:	11808 Miracle Hills Drive
Address Line 2:	MS W11-Legal
Address Line 4:	Omaha, NEBRASKA 68154
NAME OF SUBMITTER:	Raffi Gostanian
Total Attachments: 9 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif source=Assignment#page8.tif source=Assignment#page9.tif	

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of the 10th day of August, 2011 (the "Effective Date"), by and between PivotPoint Solutions, LLC, a Texas limited liability company ("Assignor"), and Intrado Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of April 21, 2011, as amended (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to deliver to Assignee at Closing (as defined therein) an assignment of Assignor's entire right, title and interest in and to certain of Assignor's assets; and

WHEREAS, pursuant to the Purchase Agreement, Assignee has agreed to assume from Assignor at Closing all of the Assumed Liabilities (as such term is defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements contained in the Purchase Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Assignment.** Assignor hereby absolutely, unconditionally and irrevocably sells, transfers, assigns, conveys and delivers to Assignee all of Assignor's right, title and interest in, to and under all Purchased Assets (as such term is defined in the Purchase Agreement) not constituting tangible Purchased Assets (collectively, the "Assigned Assets"), as identified in Schedule 1 to this Agreement, which transfer and assignment to Assignee shall be effective at the Closing.

2. **Assumption.** Consistent with, and subject to the terms of the Purchase Agreement, Assignee shall assume, perform and discharge each and every obligation of Assignor under the Assumed Liabilities in accordance with their respective terms and subject to the respective conditions thereof.

3. **No Liability for Assignee.** Consistent with, and except as otherwise set forth in the Purchase Agreement, Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any Excluded Liabilities (as such term is defined in the Purchase Agreement).

4. **Further Assurances.** Assignor and Assignee, at the request of the other and without further consideration, hereby agree to execute and deliver after the date of this Agreement such other instruments or documents and to take such additional actions as may be reasonably requested by the other Party in order to effect or complete the assignment and assumption contemplated hereby.

5. **Consummation of Purchase Agreement.** All representations and warranties contained in the Purchase Agreement remain in full force and effect as provided therein. This Agreement is intended to evidence the consummation of the assignment by Assignor and assumption by the Assignee of the Assigned Assets and the Assumed Liabilities contemplated by the Purchase Agreement. Assignor and Assignee by their execution of this Agreement each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any Party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Agreement. Any inconsistencies or ambiguities between this Agreement and the Purchase Agreement shall be resolved in favor of the Purchase Agreement.


6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to the conflict or choice of law rules thereof.

7. **Miscellaneous.** This Agreement (a) shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, (b) may be executed in one or more counterparts, and by the Parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, (c) may be modified or amended only by written agreement executed by each of the Parties hereto, and (d) facsimile, photostatic and PDF copies of signatures to this Agreement (including copies received as attachments to electronic mail) shall be deemed to be originals and may be relied upon with the same force and effect as originals.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement as of the Effective Date.

PIVOTPOINT SOLUTIONS, LLC

By: 
Name: Jeff McCullough
Title: President

INTRADO INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement as of the Effective Date.

PIVOTPOINT SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

INTRADO INC.

By: *Paul Mendlik*
Name: Paul M. Mendlik
Title: Chief Financial Officer and
Treasurer

Schedule 1

All Purchased Assets (as such term is defined in the Purchase Agreement) not constituting tangible Purchased Assets including, but not limited to, those listed below (collectively, the "Assigned Assets") (capitalized terms used herein without definition shall have the same meanings as set forth in the Purchase Agreement):

Patent Rights:

US Patent No. 7,634,266 AGGREGATING LOCATION ACCURACY DATA TO ESTIMATE ACCURACY OF A WIRELESS LOCATING SYSTEM

Trademarks:

Common law trademark rights and associated rights in "TELWORKS"

Copyrights

The Copyrights in and to all Company Products and all components thereof existing as of the Closing Date, other than the components specifically identified as Excluded Assets under the heading "Software Assets" on Schedule 2.2 of the Purchase Agreement.

Table A

<u>Code Name*</u>	<u>Company Product</u>
boston	Call Record Database ("CRD") Performance Monitoring Tool ("PMT") Accuracy Analysis Reporting (which includes Location Accuracy Variance Analysis) ("AAR")
campbell	SnapCell Wrapper
denver	Mapping / Geography
kansascity	MIN Encyption tool
madison	Legacy Compare Tool for Alltel
plano	AlltelBATDataFix AlltelLBSAudit ATT ATTLogParser AutomatedSMLCImport BsaLocFileSplitter ManualSMLCDBIImport Rosum SMLCRecordImport SprintScript VzwBsaBatAudit VzwBsaLatLon VzwBsaLatLon2
Texarkana	BSA Administration Tool ("BAT")

* Designates the grouping used by the Company for purposes of holding and updating the code base for Company Products, and is included for convenience in order to better identify the referenced code base.

Notwithstanding the foregoing, an undivided one-half ownership interest in and to the Software listed in Table B below (including all Copyrights and other Intellectual Property of the Company therein or associated therewith) with (A) no duty or other obligation to account to the Company (or any successor to the Company's interest therein or thereto) for any profits or other amounts or for any use thereof and (B) no obligation to obtain the Company's consent to or approval of any exploitation or licensing or other transfer of any rights therein or thereto:

Table B

Code Name*	Company Product	
plano	ConfigGen	
	filearc	
	filexfer	
	filelode	
	Fileutil	
	FileFolderDeleteUtility	
	FolderAgeInspector	
	SSO Control Panel	
	arlington	Deployment Tool
	atlanta	Shared libraries
bryan	Remote execution tool	
manhattan		

* Designates the grouping used by the Company for purposes of holding and updating the code base for Company Products, and is included for convenience in order to better identify the referenced code base.

Content:

The listed content found under the tab Products/Services – Telecommunications

- Location Performance Suite Page (www.p2sol.com/Pages/Product_LPS.aspx)
- E-9-1-1 Accuracy Reporting (www.p2sol.com/Pages/Product_Accuracy.aspx)

Contracts

Customer Contracts:

Contracts with the following customers for the services specified below:

Cricket, Inc.	Master Services Agreement	December 1, 2009
Nexius, Inc.	Teaming Agreement [MetroPCS]	July 9, 2007
Nexius, Inc.	Service Level Agreement [MetroPCS]	December 5, 2007
Nexius Solutions, Inc.	Service Level Agreement [MetroPCS]	January 1, 2011
Sprint/United Management Company	Master Services Agreement	December 17, 2009
Cellco Partnership/DBA Verizon Wireless	General Services Agreement, as amended	May 17, 2006
Alltel Communications, LLC	Master Services Agreement, as amended	July 6, 2006

Verizon Enhancements:

MARS Integration Enhancement	April 2008 (Proposal dated 11/14/2007)
Session Enhancement	August 2008 (Proposal dated 2/26/2008)
Location Software Suite – cLBS Reporting Enhancement	Feb. 2009 (Proposal dated 3/2/2009)
MPC Record Enhancement Proposal	Oct. 2009 (Proposal dated 10/22/2009)
VZW Network Extender Enhancement	Sept. 2010 (Proposal dated 7/1/2010)
Testing Enhancement Proposal	Dec. 2010 (Proposal dated 12/3/2010)

Vendor Contracts/Pre-Paid Services:

Compellent	HW Maintenance \$5001 - \$10000		CMP-HWMNT5-10K
Compellent	SW Maintenance \$10001 - \$25000		CMP-SWMNT10-25K
Dell	Basic Enterprise Support - Bus Hrs 5x10 - Next Bus Day Onsite	7QPF0F1	902-3355
Dell	Basic Enterprise Support - Bus Hrs 5x10 - Next Bus Day Onsite	6W4RCF1	902-3355
Dell	Basic Enterprise Support - Bus Hrs 5x10 - Next Bus Day Onsite	FHPF0F1	902-3355
Dell	PowerEdge 2950 - 3yr Basic Enterprise Support - Bus Hrs 5x10 - Next Bus Day Onsite	6W4RCF1	984-1399, 970-4070, 984-1417, 960-8162, 960-8192
Dell	PowerEdge 2950 - 3yr Basic Enterprise Support - Bus Hrs 5x10 - Next Bus Day Onsite	7QPF0F1	984-1399, 970-4070, 984-1417, 960-8162, 960-8192
Dell	PowerEdge 2950 - 3yr Basic Enterprise Support - Bus Hrs 5x10 - Next Bus Day Onsite	FHPF0F1	984-1399, 970-4070, 984-1417, 960-8162, 960-8192
Dell	PowerEdge 2950 - 3 yr Basic Enterprise Support - Bus Hrs 5x10 - Next Bus Day Onsite	B62KGH1	984-1399, 970-4070, 984-1417, 960-8162, 960-8192
Dell	PowerEdge 710 - 2yr Next Bus Dy, 3yr 7x24 HW/SW	59RRSJ1	992-8292, 992-8322, 993-2330, 993-8457, 993-8468
Dell	PowerEdge 710 - 2yr Next Bus Dy, 3yr 7x24 HW/SW	8G2PSJ1	992-8292, 992-8322, 993-2330, 993-8457, 993-8468
Dell	PowerEdge 710 - 2yr Next Bus Dy, 3yr 7x24 HW/SW	7G2PSJ1	992-8292, 992-8322, 993-2330, 993-8457, 993-8468
Dell	PowerEdge R510 - 3 YR Next Bus Day On-Site Support	G2FCXP1	905-7218, 906-0422, 906-0462, 906-9710
Dell	PowerEdge R710 - 2yr 4 hour on-site, 3yr 7x24 HW/SW	B06WVH1	992-8102, 992-8332, 993-2140, 993-8447, 993-8458
Dell	PowerEdge R710 - 2yr 4 hour on-site, 3yr 7x24 HW/SW	BSVKCK1	992-8102, 992-8332, 993-2140, 993-8447, 993-8458
Dell	PowerEdge T610 Tower - 2yr Bus Hrs 5x10 - Next Bus Day Onsite	35SRVH1	992-7652, 993-1690, 993-8338, 993-8337, 994-4019
Dell	PowerVault NF500 - 3yr Mission Critical Package	16FCYH1	989-0099, 989-0148, 989-0167, 984-4732, 984-4952, 985-1020
Dell	VI3 Midsize Acceration Kit - 1 yr Gold SNS 12 x 5 support		A1360599
StoreHouse Technologies	SAN A - 12 bay SAN - 3 year advanced replacement (next bus day)		OSM/XPN-2-3AR
StoreHouse Technologies	SAN A - 12 bay SAN - 3 year advanced replacement (next bus day)		OSM/5402ED-3AR
StoreHouse Technologies	SAN B - 12 bay SAN - 3 year advanced replacement (next bus day)		OSM/XPN-2-3AR
StoreHouse Technologies	SAN B - 12 bay SAN - 3 year advanced replacement (next bus day)		OSM/5412ES-3AR
StoreHouse Technologies	SAN Backup - F5412 - 3 year advanced replacement (next bus day)		OSM/5412ED-3AR

Third Party Software:

Microsoft	Office 2003	Professional	Retail	5
Microsoft	SQL Device CAL 2005		Device CAL	20
Microsoft	SQL Device CAL 2005		Device CAL	10
Microsoft	SQL Server 2005	Enterprise	Server/CAL	4
Microsoft	SQL Server 2005	Standard	Server/CAL	1
Microsoft	SQL Server 2008	Enterprise	Server/CAL	3
Microsoft	SQL User CAL 2008		User CAL	30
Microsoft	SQL User CAL 2008		User CAL	135
Microsoft	Windows Server - USER CAL 2008		User CAL	3
Microsoft	Windows Server 2003 R2	Enterprise	Server/CAL	4
Microsoft	Windows Server 2003 R2	Standard	Server/CAL	7
Microsoft	Windows Server 2008	Enterprise	Server/CAL	4
Microsoft	Windows Server 2008	Standard	Server/CAL	1
Microsoft	Windows Server Device CAL 2003		Device CAL	50
Microsoft	Windows Server Device CAL 2003		Device CAL	30
Microsoft	Windows Storage Server 2003 R2	Standard	Server/CAL	1
South River Tech.	Titan FTP		Retail	1
Telerik	telerik.asp.net		Commercial	1
VisualCron	Visual Cron		Retail	2
Vmware	Vmware ESX 3.5		Retail	2
Vmware	Vmware Server 2		Freeware	1
Genrix Software	GenuineChannels		Commercial	1
Google	Google Enterprise Maps		Commercial	1
PitneyBowes	MapXtreme		Commercial	1
Rebex	Rebex File Transfer		Commercial	1
Xceed	Xceed		Commercial	1
7zip	7zip		GNU LGPL	
Adobe	Adobe Reader			
antlr.org	antlr		BSD	
Apache	log4net		Apache	
Apache	NMS		Apache	
BitDaddys	emldetach 1.3		Retail	1
bouncycastle.org	BouncyCastle.Crypto		MIT X11	1
Canonical	Ubuntu 9.04		Adaptation	
Collabnet	SharpSvn		Open Source	2
Computer Associates	CA Arcserve Backup R15		Apache	1
DR Dataram	RAMDISK		Retail	14
Dundas / Microsoft	Dundas Map		Freeware	1
Dundas / Microsoft	Dundas OLAP Services Control		Free	
Google Projects	Security switch			
IC#Code	SharpZipLib		new BSD	
maptools.org	FWTools		Modified GPL	
Microsoft	Microsoft Enterprise Library		Open Source	1
Microsoft	Microsoft Log Parser		Ms-PL	
Microsoft	Microsoft.Build		Free	1
Microsoft	sysinternals		Free	1
Mythisoft Ltd.	AgentRansack		Free	
notepad-plus	Notepad++		Freeware	
Qsoft	RAMDISK		Open Source	
Sourceforge	Quartz		Freeware	4
			Apache	

Sprint.net

spring.net

Apache

Third-party software that has general applicability to businesses and is commercially available without customization on standard terms and conditions for less than \$10,000 in annual licensing, maintenance and support fees, but that is not a part of the Company Products.