

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/24/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WhiteLight Systems, Inc.		12/24/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BancWare, Inc.
Street Address:	3 Post Office Square
Internal Address:	11th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1951721	WHITELIGHT

CORRESPONDENCE DATA

Fax Number: (215)994-2222
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: glenn.gundersen@dechert.com
 Correspondent Name: Glenn A. Gundersen
 Address Line 1: 2929 Arch Street
 Address Line 2: Dechert LLP
 Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

NAME OF SUBMITTER:	James J. Johnston
Signature:	/James J. Johnston/
Date:	12/01/2005

CH \$40.00 1951721

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

("Agreement"), made as of this 24th day of December, 2003 by and between WhiteLight Systems, Inc., a Delaware corporation with offices at 4015 Miranda Avenue, 2nd Floor, Palo Alto, California 95304 ("Assignor"), and BancWare, Inc., a Massachusetts corporation with offices at 3 Post Office Square, 11th Floor, Boston, MA 02109 ("Assignee").

WHEREAS, Assignor has adopted, used and is using the trademarks and service marks shown in Schedule A hereto in its business; and

WHEREAS, Assignor is the registrant of the domain names used in its business and shown in Schedule B hereto (the "Domain Names"); and

WHEREAS Assignee has on this date acquired from Assignor certain assets and property used in Assignor's business and is desirous of acquiring the trademarks and service marks shown in Schedule A hereto (collectively, the "Trademarks"), the registrations of the Trademarks shown in Schedule A and any other registrations and applications for registration of the Trademarks, along with the goodwill of the business symbolized by the Trademarks, and the registrations of the Domain Names.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks and the Domain Names, together with the registrations of the Trademarks shown in Schedule A and the registrations of the Domain Names shown in Schedule B, any other registrations and applications for registration of the Trademarks, in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and in and to all rights of action arising from the Trademarks, all claims for damages by reason of past, present and future infringement of the Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made, and the goodwill of the business associated with the Trademarks.

Assignor hereby covenants and agrees to execute and deliver (at Assignee's expense) such other instruments of conveyance or transfer and take such other actions as may be reasonably requested to sell, assign, transfer, convey and deliver to Assignee, or its successors or permitted assigns, all of Assignor's right, title and interest in and to the Trademarks and Domain Names and the registrations thereof.

Assignor: WhiteLight Systems, Inc.

By [Signature]
Name: Jim Clayton
Title: VP Business Operations

STATE OF _____

SS

COUNTY OF _____

On this _____ day of December, 2003 before me, a Notary Public of the State of _____, United States of America, personally appeared _____, who acknowledged h__self to be _____ of _____, a _____ [company], and acknowledged h__self to be authorized to execute the foregoing Assignment of Trademarks and Domain Names on behalf of _____

IN WITNESS WHEREOF, I have set my hand and seal.

Notary Public

Assignee: BancWare, Inc.

By _____
Name:
Title:

Assignor hereby covenants and agrees to execute and deliver (at Assignee's expense) such other instruments of conveyance or transfer and take such other actions as may be reasonably requested to sell, assign, transfer, convey and deliver to Assignee, or its successors or permitted assigns, all of Assignor's right, title and interest in and to the Trademarks and Domain Names and the registrations thereof.

Assignor: WhiteLight Systems, Inc.

By _____
Name:
Title:

STATE OF _____ :
COUNTY OF _____ : SS

On this _____ day of December, 2003 before me, a Notary Public of the State of _____, United States of America, personally appeared _____, who acknowledged h__self to be _____ of _____, a _____ [company], and acknowledged h__self to be authorized to execute the foregoing Assignment of Trademarks and Domain Names on behalf of _____.

IN WITNESS WHEREOF, I have set my hand and seal.

Notary Public

Assignee: BancWare, Inc.

By James E. Altor
Name: James E. Altor
Title: GROUP CEO

SCHEDULE A

**Trademarks
Registered or Pending**

TRADEMARK	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
WHITELIGHT	U.S.A.	1,951,721	January 23, 1996
WHITELIGHT	E.U.	1112077	March 19, 1999
WHITELIGHT	Canada	TMA 556,762	January 23, 2002
WHITELIGHT	Mexico	657962	March 27, 2000
WHITELIGHT	Japan	4491627	July 19, 2001