# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Coaxis, Inc.		02/02/2009	CORPORATION: OREGON	

#### RECEIVING PARTY DATA

Name:	Highjump Software I Ltd.	
Street Address:	6455 City West Parkway	
City:	Eden Prarie	
State/Country:	MINNESOTA	
Postal Code:	55344	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78304031	POCKET ROUTEPAD
Serial Number:	75655773	R ROUTEPAD
Serial Number:	75170573	ROUTESCAPE
Serial Number:	77499031	X INSIGHT XCELERATE

#### **CORRESPONDENCE DATA**

900126470

(617)937-2400 Fax Number:

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

6179372418 Phone:

Email: aanderson@cooley.com

Anna Anderson c/o Cooley Godward Kronish Correspondent Name:

Address Line 1: 800 Boylston Street

Address Line 2: The Prudential Tower, 46th Floor Boston, MASSACHUSETTS 02199 Address Line 4:

ATTORNEY DOCKET NUMBER: 310485-100

NAME OF SUBMITTER: Anna B. Anderson

Signature:	/Anna B. Anderson/
Date:	02/06/2009
Total Attachments: 4 source=Coaxis Assignment#page1.tif source=Coaxis Assignment#page2.tif source=Coaxis Assignment#page3.tif source=Coaxis Assignment#page4.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this 2 day of February, 2009 by COAXIS, INC. ("Assignor"), in favor of HIGHJUMP SOFTWARE I LTD. ("Assignee"), having its principal place of business at 6455 City West Parkway Eden Prairie, MN 55344.

WHEREAS, Assignor has agreed to transfer and assign, and Assignee agreed to purchase and accept from Assignor, the trademarks described in Schedule A attached hereto (the "Trademarks") pursuant to that certain Asset Purchase Agreement, dated as of February 2, 2009 (the "Transfer Agreement"), by and between the Assignor and the Assignee;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademarks pursuant to the Transfer Agreement; and

WHEREAS, in order to evidence the acquisition of Assignor's right, title and interest in and to the Trademarks, Assignor desires to execute this Trademark Assignment in favor of Assignee.

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment</u>. Pursuant to the Transfer Agreement, Assignor does hereby sell, transfer, convey, assign and deliver unto Assignee the entire right, title and interest in and to the Trademarks and all extensions, renewals and reissues thereof, together with the goodwill symbolized thereby and that portion of Assignor's business in connection with which the Assignor has a bona fide intent to use the Trademarks, and the entire right, title and interest in and to any claims in law or equity, including, without limitation, the right to sue for and collect damages arising out of present or future infringement or other unauthorized use of the Trademarks.
- 2. <u>Recording</u>. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as the owner of the entire right, title and interest in and to the Trademarks and hereby covenants that it has full rights to convey the entire interest herein assigned.
- 3. <u>Further Assurances</u>. Assignor agrees that, upon request by Assignee and without further consideration, Assignor shall execute such further instruments of transfer and assignment and take such other action as a party may reasonably require to more effectively transfer and assign to, and vest in, Assignee the Trademarks and all rights thereto, and to fully implement the provisions of this Trademark Assignment; provided that the requesting party shall pay the reasonable out-of-pocket expenses of the other party incurred in connection with complying with this Section 3. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney of Assignor with full power of substitution in the name and stead of Assignor, but on behalf and for the benefit of Assignee, its successors and assigns to demand and receive each and all of the Trademarks and registrations.

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- 4. <u>Miscellaneous</u>. This Trademark Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee, and its representatives, successors and assigns. This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute the same agreement.
- 5. <u>Governing Law</u>. This Agreement shall be deemed to be made under, and shall be construed and enforced in accordance with, the laws of the State of New York.

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5. Governing Law. This Agreement shall be deemed to be made under, and shall be construed and enforced in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment on the date first above written.

ASSIGNOR:

COAXIS, INC.

By: <u>Alborak (MCl</u> Name: Debortah J Arch

Title: VP/CF

ASSIGNEE:

HIGHJUMP SOFTWARE I LTD.

By:\_

Name: Elizabeth A. For

Title:

General Course//Secretary

# Schedule A

Country Name	Trademark Name	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date
USA	POCKET ROUTEPAD	Registered	78/304,031	9/23/03	2,997,016	9/20/05
USA	R ROUTEPAD & Design	Registered	75/655,773	3/8/99	2,335,429	3/28/00
USA	ROUTESCAPE	Registered	75/170,573	9/23/99	2,251,686	6/8/99
USA	INSIGHT XCELERATE & Design Insight Xcelerate	Application Pending	77/499,031	6/13/08	N/A	N/A

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RECORDED: 02/06/2009