

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Promissory agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Execware, Inc.		12/12/2009	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Robert Listou
Doing Business As:	DBA Execware
Street Address:	725 3rd St Sw
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20024
Entity Type:	INDIVIDUAL: UNITED STATES

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	77201487	REASON

**CORRESPONDENCE DATA**

Fax Number: (202)484-4883  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2025548281  
 Email: rlistou@execware.com  
 Correspondent Name: Robert Listou  
 Address Line 1: 725 3rd St SW  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20024

NAME OF SUBMITTER:	Robert Listou
Signature:	/relistou/
Date:	12/12/2009

Total Attachments: 1

**900149781**

**TRADEMARK  
 REEL: 004113 FRAME: 0180**

**OP \$40.00 77201487**



AGREEMENT

This Agreement, by and between Robert Listou ("LISTOU"), an individual, and Execware, Inc., ("EXECWARE) a District of Columbia Corporation.

1. EXECWARE, which is the owner of intellectual property consisting of U.S. Trademark "REASON", an application named Reason plus its source code, and patent applications 11/946,647 and 12/369,070 agrees, in consideration of the promises made herein, to immediately reassign all rights to said intellectual property to LISTOU, and to notify the U.S. Patent and Trademark Office so the reassignment of the Mark will be officially recorded in the official records of assignees.

2. LISTOU has entered into a brokerage agreement with THE RED CHALK GROUP for the sale or licensing of the property in 1 above in addition to a patent as set forth in a separate agreement, and promises to pay to EXECWARE, for all the said intellectual property the sum of Two Hundred Fifty Thousand Dollars (\$250,000) upon receipt by LISTOU of payment by the party purchasing or leasing the intellectual property as the result of the efforts of THE RED CHALK GROUP.

3. It is agreed by the parties hereto that if the agreement with THE RED CHALK GROUP is terminated, or if LISTOU fails to sign a sale or licensing agreement presented by THE RED CHALK GROUP, all rights to the property Mark REASON will revert to EXECWARE, and LISTOU will so notify the Patent and Trademark Office.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of December 12, 2009.

EXECWARE. INC.

by   
Jeanne E. MacKenzie, Secretary

ROBERT LISTOU

Signature 