UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2010

OR

☐ **TRANSITION REPORTPURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission file number: 0-20008

ASURE SOFTWARE, INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware (State of other jurisdiction of incorporation or organization)	**74-2415696** (I.R.S. Employer Identification No.)
108 Wild Basin Road **Austin, Texas** (Address of Principal Executive Offices)	**78746** (Zip Code)

(512) 437-2700
(Registrant's Telephone Number, including Area Code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer or a non-accelerated filer (as defined in Rule 12b-2 of the Exchange Act).

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of May 14, 2010, the registrant had outstanding 3,084,522 shares of its Common Stock, $0.01 par value.

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PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

ASURE SOFTWARE, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Amounts in thousands, except per share data)
(Unaudited)

	March 31, 2010	December 31, 2009
ASSETS		
Current Assets:		
Cash and equivalents	$ 1,991	$ 2,263
Accounts receivable, net of allowance for doubtful accounts of $58 and $34 at March 31, 2010 and December 31, 2009, respectively	1,082	1,526
Inventory	24	49
Prepaid expenses and other current assets	213	213
Total Current Assets	3,310	4,051
Property and equipment, net	590	581
Intangible assets, net	3,429	3,623
Total Assets	**$ 7,329**	**$ 8,255**
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	$ 795	$ 1,039
Accrued compensation and benefits	47	79
Lease impairment and advance	322	562
Other accrued liabilities	452	411
Deferred revenue	1,587	1,744
Total Current Liabilities	3,203	3,835
Long-term deferred revenue	125	134
Long-term lease impairment and advance	174	196
Other long-term obligations	189	212
Total Liabilities	3,691	4,377
Stockholders' Equity:		
Preferred stock, $.01 par value; 1,500 shares authorized; none issued or outstanding	—	—
Common stock, $.01 par value; 6,500 shares authorized; 3,341 and 3,341 shares issued; 3,085 and 3,128 shares outstanding at March 31, 2010 and December 31, 2009, respectively	334	334
Treasury stock at cost, 256 and 213 shares at March 31, 2010 and December 31, 2009, respectively	(5,017)	(4,907)
Additional paid-in capital	270,940	270,925
Accumulated deficit	(262,592)	(262,404)
Accumulated other comprehensive loss	(27)	(70)
Total Stockholders' Equity	3,638	3,878
Total Liabilities and Stockholders' Equity	**$ 7,329**	**$ 8,255**

The accompanying notes are an integral part of these condensed consolidated financial statements.

ASURE SOFTWARE, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Amounts in thousands, except per share data)
(Unaudited)

	FOR THE THREE MONTHS ENDED MARCH 31,	
	2010	**2009**
Revenues	$ **2,460**	$ **2,510**
Cost of Sales	**(638)**	**(493)**
Gross Margin	**1,822**	**2,017**
Operating Expenses:		
Selling, general and administrative	1,441	2,758
Research and development	342	523
Amortization of intangible assets	149	149
Total Operating Expenses	**1,932**	**3,430**
Loss From Operations	**(110)**	**(1,413)**
Other Income (Expenses):		
Interest income	1	24
Gain(loss) on sale of assets	-	30
Foreign currency translation (loss) gain	(43)	17
Interest expense and other	(21)	(16)
Total Other Income (Expense)	**(63)**	**55**
Loss From Operations, Before Tax	(173)	(1,358)
Provision for income taxes	(15)	(21)
Net Loss	$ **(188)**	$ **(1,379)**
Basic and diluted net loss per share	$ **(0.06)**	$ **(0.44)**
Shares used in computing basic and diluted net loss per share	**3,095**	**3,111**

The accompanying notes are an integral part of these condensed consolidated financial statements.

ASURE SOFTWARE, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands, except per share data)
(Unaudited)

	FOR THE THREE MONTHS ENDED MARCH 31,	
	2010	**2009**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (188)	$ (1,379)
Adjustments to reconcile net loss to net cash used in operations:		
Depreciation and amortization	265	310
Amortization of leasehold advance and lease impairment	(262)	(75)
Provision for doubtful accounts	24	(12)
Share-based compensation	15	14
Loss on sale/disposal of assets	—	72
Changes in operating assets and liabilities:		
Accounts receivable	420	400
Inventory	25	60
Prepaid expenses and other current assets	-	(67)
Accounts payable	(244)	(162)
Accrued expenses and other long-term obligations	0	(14)
Deferred revenue	(166)	(170)
Net cash used in operating activities	(111)	(1,023)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Net sales (purchases) of short-term investments	—	65
Net purchases of property and equipment	(77)	(65)
Net cash provided by (used in) investing activities	(77)	—
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payments on capital leases	(13)	—
Purchase of treasury stock	(110)	—
Net cash used in financing activities	(123)	—
Effect of translation exchange rates	39	(43)
Net decrease in cash and equivalents	**(272)**	**(1066)**
Cash and equivalents at beginning of period	**2,263**	**9,235**
Cash and equivalents at end of period	**$ 1,991**	**$ 8,169**

The accompanying notes are an integral part of these condensed consolidated financial statements.

ASURE SOFTWARE, INC.
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except per share data unless otherwise noted)

NOTE 1 – GENERAL AND BASIS OF FINANCIAL STATEMENTS

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with the rules and regulations of the Securities and Exchange Commission and accordingly, do not include all information and footnotes required under U.S. generally accepted accounting principles for complete financial statements. In the opinion of management, these interim financial statements contain all adjustments, consisting of normal, recurring adjustments, necessary for a fair presentation of the financial position of Asure Software, Inc. ("Asure" or the "Company") as of March 31, 2010 and December 31, 2009, the results of operations for the three months ended March 31, 2010 and 2009, and the cash flows for the three months ended March 31, 2010 and March 31, 2009. These condensed consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements and notes thereto filed with the Securities and Exchange Commission in the Company's annual report on Form 10-K for the fiscal year ended July 31, 2009. The results for the interim periods are not necessarily indicative of results for a full fiscal year.

On November 24, 2009, the Board of Directors of the Company approved a change in the Company's fiscal year end from July 31 to December 31 of each year. This change to the calendar year reporting cycle began January 1, 2010. As a result of the change, the Company had a five month transition period from August 1, 2009 to December 31, 2009. The audited results for the five month period ended December 31, 2009 will be included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2010.

In addition, the results for the three month period ended March 31, 2010 are compared with the results of the three month period ended March 31, 2009, which has been recast due to the change in the Company's fiscal year end from July 31 to December 31.

Effective on December 28, 2009, we implemented a reverse stock split approved by Asure's stockholders at the December 17, 2009 Annual Meeting. Pursuant to the reverse stock split, every ten shares of issued and outstanding common stock of Asure, $.01 par value per share were automatically converted to one issued and outstanding share of common stock without any change in the par value of such shares. Historical share data presented in these consolidated financial statements and notes thereto have been restated to reflect this reverse stock split.

As of March 31, 2010, Asure's principal source of liquidity consisted of $2.0 million of current cash and cash equivalents as well as future cash generated from operations. Management is focused on growing its existing software operations and continuing to reduce expenses and thus plans to utilize its cash balances to expand its operations by making additional prudent investments as necessary. The Company believes that it has sufficient cash for its short and long term needs, including the $1.5 million payment it is required to make in the second fiscal quarter as part of its lease amendment as described in Note 9. The lease amendment will save the Company approximately $120 thousand in monthly cash payments beginning in April 2010.

There is no assurance that the Company will be able to grow its cash balances or limit its cash consumption and thus maintain sufficient cash balances, and it is possible that the Company's future business demands may lead to cash utilization at levels greater than recently experienced. Management believes that the Company has sufficient capital and liquidity to fund and cultivate the growth of its current and future operations for the next 12 months and thereafter. However, due to uncertainties related to the timing and costs of these efforts, Asure may need to raise additional capital in the future. Yet, there is no assurance that the Company will be able to raise additional capital if and when it is needed.

ASURE SOFTWARE, INC.
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except per share data unless otherwise noted)

NOTE 2 – INTANGIBLE ASSETS

Asure accounted for its historical acquisitions in accordance with FASB ASC 805, *Business Combinations* (FASB ASC 805). The Company recorded the amount exceeding the fair value of net assets acquired at the date of acquisition as goodwill. The Company recorded intangible assets apart from goodwill if the assets had contractual or other legal rights or if the assets could be separated and sold, transferred, licensed, rented or exchanged. Asure's goodwill and intangible assets relate to its acquisition of iSarla Inc. and the iEmployee operations.

In accordance with FASB ASC 350, *Intangibles-Goodwill and Other (*FASB ASC 350), Asure reviews and evaluates its long-lived assets, including intangible assets with finite lives, for impairment whenever events or changes in circumstances indicate that their net book value may not be recoverable. Based on Asure's impairment test, no impairment was identified for the Company's intangible assets for the year ended July 31, 2009 and there have been no circumstances during the eight months ended March 31, 2010 that require additional evaluation.

The gross carrying amount and accumulated amortization of the Company's intangible assets as of March 31, 2010 and December 31, 2009 are as follows:

		March 31, 2010		
Intangible Asset	**Amortization Period (in Years)**	**Gross**	**Accumulated Amortization**	**Net**
Developed Technology	5	$ 915	$ (455)	$ 460
Customer Relationships	8	2,470	(768)	1,702
Ceridian Contract	8	1,545	(480)	1,065
Trade Names	5	288	(143)	145
Covenant not-to-compete	4	150	(93)	57
		$ 5,368	**$ (1,939)**	**$ 3,429**

		December 31, 2009		
Intangible Asset	**Amortization Period (in Years)**	**Gross**	**Accumulated Amortization**	**Net**
Developed Technology	5	$ 915	$ (409)	$ 506
Customer Relationships	8	2,470	(691)	1,779
Ceridian Contract	8	1,545	(432)	1,113
Trade Names	5	288	(129)	159
Covenant not-to-compete	4	150	(84)	66
		$ 5,368	**$ (1,745))**	**$ 3,623**

ASURE SOFTWARE, INC.
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except per share data unless otherwise noted)

Amortization expense is recorded using the straight-line method over the estimated economic useful lives of the intangible assets, as noted above. Amortization expense for the three months ended March 31, 2010 and 2009 was $194. The following table summarizes the estimated amortization expense relating to the Company's intangible assets for the next five fiscal years and thereafter as of March 31, 2010:

Fiscal Years		
2010	$	780
2011		762
2012		625
2013		502
2014		502
Thereafter		258
	$	**3,429**

NOTE 3 – FAIR VALUE MEASUREMENTS

Effective August 1, 2008, Asure adopted ASC 820, *Fair Value Measurements and Disclosures* (FASB ASC 820). FASB ASC 820 defines fair value, establishes a framework for measuring fair value in U.S. generally accepted accounting principles and expands disclosures about fair value measurements. The adoption of FASB ASC 820 did not have a material impact to the Company's consolidated financial statements.

FASB ASC 820 establishes a three-tier fair value hierarchy, which are based on the reliability of the inputs used in measuring fair values. These tiers include:

Level 1: prices in active markets for *identical* assets or liabilities;

Level 2: Quoted prices in active markets for *similar* assets or liabilities; quoted prices in markets that are not active for identical or similar assets or liabilities; and model-driven valuations whose significant inputs are observable; and

Level 3: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The following table presents the fair value hierarchy for the Company's financial assets (cash equivalents and short-term investments) measured at fair value on a recurring basis as of March 31, 2010:

			Fair Value Measure at March 31, 2010					
Description		**Total Carrying Value at March 31, 2010**		**Quoted Prices in Active Market (Level 1)**		**Significant Other Observable Inputs (Level 2)**		**Significant Unobservable Inputs (Level 3)**
Cash Equivalents	$	1,991	$	1,991	$	—	$	—
Total	**$**	**1,991**	**$**	**1,991**	**$**	**—**	**$**	**—**

ASURE SOFTWARE, INC.
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except per share data unless otherwise noted)

NOTE 4 – COMPREHENSIVE INCOME (LOSS)

In accordance with the disclosure requirements of FASB ASC 220, *Comprehensive Income* (FASB ASC 220), the Company's comprehensive income (loss) is comprised of net income (loss), foreign currency translation adjustments and unrealized gains and losses on short-term investments held as available-for-sale securities. The following table presents the Company's comprehensive income (loss) and its components for the three months ended March 31, 2010 and 2009:

	For the Three Months Ended March 31, 2010	2009
Net Loss	$ (188)	$ (1,379)
Foreign currency gain (loss)	43	(32)
Unrealized gain (loss) on short-term investments	-	(10)
Comprehensive Loss	**$ (145)**	**$ (1,421)**

NOTE 5 – RECENT ACCOUNTING PRONOUNCEMENTS

In October 2009, the FASB updated FASB ASC 605, *Revenue Recognition* (FASB ASC 605) to address how to determine whether an arrangement involving multiple deliverables contains more than one unit of accounting and how the arrangement consideration should be measured and allocated to the separate units of accounting. This guidance eliminates the residual method and replaces it with the "relative selling price" method when allocating revenue in a multiple deliverable arrangement. The selling price for each deliverable shall be determined using vendor specific objective evidence of selling price, if it exists, otherwise third-party evidence of selling price shall be used. If neither exists for a deliverable, the vendor shall use its best estimate of the selling price for that deliverable. After adoption, this guidance will also require expanded qualitative and quantitative disclosures. The updated FASB ASC 605 is effective for the Company's revenue arrangements entered into or materially modified in fiscal years beginning on or after June 15, 2010, with early adoption permitted. The Company adopted the updated FASB ASC 605 on January 1, 2010 on a prospective basis for any new contracts entered into after the date of adoption. The adoptions of this ASC update did not have a material impact to its condensed consolidated statement of operations for the three months ended March 31, 2010 and 2009. However, the Company cannot predict whether the impact of this update will have a material impact in future quarters due to potential changes in products and product mix. Prior to the adoption of the updated FASB ASC 605, the Company accounted for its software subscriptions and related setup, implementation and professional services as a single accounting unit. Thus all revenues associated with such an arrangement were recognized pro-rata over the life of the software subscription service contract. Subsequent to the adoption of the updated FASB ASC 605, the Company accounts for each of these elements as separate accounting units. Thus the software subscription service revenue is recognized pro-rata over the life of the software subscription contract, while the related setup and implementation revenues are recognized upon completion. The result of the adoption is an immaterial acceleration of setup and implementation revenues related to software subscriptions.

NOTE 6 – SHARE BASED COMPENSATION

Share based compensation for the Company's stock option, restricted stock and stock purchase plans for the three months ended March 31, 2010 and 2009 was $15 and $14, respectively. The Company did not issue shares of common stock related to exercises of stock options granted from its Stock Option, Restricted Stock, and Stock Purchase Plans for the three months ended March 31, 2010 and 2009, respectively.

On September 21, 2009, the Board adopted the Company's 2009 Equity Plan (the "2009 Equity Plan") and the plan was approved by the Company's stockholders at the December 17, 2009 Annual Meeting of Stockholders. The purpose of the 2009 Equity Plan is to enhance the long-term stockholder value of the Company by offering opportunities to directors, officers, employees and eligible consultants of the Company to acquire and maintain stock ownership in the Company in order to give these persons the opportunity to participate in the Company's growth and success, and to encourage them to remain in the service of the Company. A total of 200 thousand shares of the Company's Common Stock were available for issuance under the 2009 Equity Plan and provides for the granting of (i) incentive stock options, (ii) non statutory stock options and (iii) stock purchase rights. A total of 185 thousand options have been granted and are outstanding pursuant to the plan.

NOTE 7 – CONTINGENCIES

Asure was the defendant or plaintiff in various actions that arose in the normal course of business. With the exception of the proceedings described below, none of the pending legal proceedings to which the Company is a party are material to the Company.

Litigation with Jenkens & Gilchrist, P.C.

On July 16, 2007, Jenkens & Gilchrist, P.C. ("Jenkens"), Asure's former legal counsel, filed a complaint against Asure and Compressions Labs, Inc., in the District Court of Dallas County, Texas. In its complaint, Jenkens alleged a breach of contract and sought a declaratory judgment. Asure disputed Jenkens' claims and also sought relief through the court system.

After Asure terminated Jenkens, the Company entered into a Resolution Agreement with Jenkens in December 2004. Under the Resolution Agreement, the Company believed Jenkens was entitled to $1,400 for all fees and expenses related to certain settlements received from licensing the Company's intellectual property. Jenkens interpreted the Resolution Agreement on broader terms and initially believed it was entitled to $2,800. As of July 31, 2007, Asure accrued $2,100 for Jenkens' contingency fees related to these settlements. The Company recorded the contingency fees as part of cost of sales on its Consolidated Statement of Operations for the year ended July 31, 2007 in order to properly match the expenses to the related licensing revenues. The $2,100 accrual remained as part of Asure's current liabilities through its prior fiscal year ending July 31, 2009.

On July 20, 2009, the trial with Jenkens commenced. As the result of the jury verdict in July 2009 to award Jenkens approximately $4,600 in damages, attorney's fees and interest, Asure entered into a settlement agreement with Jenkens, effective August 20, 2009. Under the settlement agreement, Asure agreed to pay Jenkens $4,300 and the parties agreed to release all claims against each other. Based on the settlement amount, the Company accrued an additional $2,200 in July 2009 for a total amount accrued of $4,300 as of July 31, 2009. Since the Company was no longer licensing its intellectual property and had no related licensing revenues in fiscal year 2009, this additional $2,200 expense was recorded as part of operating expenses on the Consolidated Statement of Operations for the year ended July 31, 2009. Asure paid Jenkens $4,300 on August 25, 2009 and the Company considers this litigation to be concluded.

NOTE 8 – INCOME (LOSS) PER SHARE

Basic Income (Loss) per share (EPS) is computed based on the weighted average number of common shares outstanding for the period. Diluted EPS reflects the maximum dilution that would have resulted from incremental common shares issuable upon the exercise of stock options. The number of common share equivalents, which includes stock options, is computed using the treasury stock method.

ASURE SOFTWARE, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except per share data or otherwise noted)

The following tables provide the components of the basic and diluted EPS computations for the three month periods ended March 31, 2010 and 2009:

Basic EPS Computation	**For the Three Months Ended March 31, 2010**		**2009**	
Net Loss	$	(188)	$	(1,379)
Weighted average shares outstanding		3,095		3,111
Basic Loss per share	$	(0.06)	$	(0.44)

Diluted EPS Computation	**For the Three Months Ended March 31, 2010**		**2009**	
Net Loss	$	(188)	$	(1,379)
Weighted average shares outstanding		3,095		3,111
Common share equivalents: Stock options		-		-
Diluted Loss per share	$	(0.06)	$	(0.44)

Stock options to acquire 209 thousand and 114 thousand shares for the three month period ended March 31, 2010 and 2009, respectively, were excluded in the computations of diluted EPS because the effect of including the stock options would have been anti-dilutive.

NOTE 9 – SUBSEQUENT EVENTS

On April 28, 2010 the Company entered into an Amendment to its current building lease with WB One & Two, LTD. Pursuant to the terms of the amended Lease, the Landlord has agreed to reduce the square footage leased by the Company from 137 thousand square feet to 12 thousand square feet in year one and 9 thousand square feet in years two and three. In addition, the current monthly rent of $299 thousand will be reduced to $20 thousand. In exchange for the rent and square footage reduction, the Company has agreed to a one time payment of $1.5 million and to forgo approximately $162 thousand of monthly sub-tenant income it receives from the excess space under the current lease. Additionally, the Company will forfeit its rights to any potential future net profits interest in the lease. The Company expects to take a one-time charge related to the lease modification of approximately $1.2 million in its second quarter.

On May 3, 2010, the Company and Ceridian Corporation ("Ceridian"), a reseller of the Company's iEmployee products, entered into an agreement by which joint customers of the Company and Ceridian will be given the choice of: (i) contracting directly with the Company to continue using our goods and services, or (ii) using Ceridian's offerings that may not include the Company's products and services. The Company believes that many joint customers and users will decide to contract directly with the Company which will benefit the Company by: (a) permitting us to have a direct relationship with these end users and customers enabling us to have better control over our customer base and (b) improving our margins.. However, if the Company fails to contract directly with a sufficient number of joint customers, it may see a decline in revenues and a corresponding reduction in net income. Furthermore, failure to retain sufficient revenue from the joint customers may result in an impairment of the intangible asset related to those customers. The Company will evaluate the need for any impairment of the intangible asset in its second fiscal quarter based on the success of retaining the joint customers and the related cash flows.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following review of Asure's financial position as of March 31, 2010 and December 31, 2009 and for the three months ended March 31, 2010 and 2009 should be read in conjunction with the Company's 2009 Annual Report on Form 10-K filed with the Securities and Exchange Commission. Asure's internet website address is http://www.asuresoftware.com. The Company's annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 are available through the investor relations page of the Company's internet website free of charge as soon as reasonably practicable after they are electronically filed, or furnished to, the Securities and Exchange Commission. Asure's internet website and the information contained therein or connected thereto are not intended to be incorporated into this Quarterly Report on Form 10-Q.

In September 2007, the Company (formerly known as Forgent Networks, Inc.) announced its name change to "Asure Software" to reflect the Company's focus on its software business for its future growth. The Company's stockholders approved the name change at the December 17, 2009 Annual Meeting. As a software and services provider, in October 2007, Asure purchased iSarla Inc., a Delaware corporation and application service provider that offers on-demand software solutions. As a result of the iEmployee acquisition, the Company currently offers two main product lines in its software and services business: NetSimplicity and iEmployee. Asure's NetSimplicity product line provides simple and affordable solutions to common office administration problems. NetSimplicity's flagship product, Meeting Room Manager ("MRM"), automates the entire facility scheduling process: reserving rooms, requesting equipment, ordering food, sending invitations, reporting on the meeting environment and more. Asure's iEmployee product line helps simplify the HR process and improves employee productivity by managing and communicating human resources, employee benefits and payroll information. iEmployee's web-based solutions include Time & Attendance, Timesheets, Human Resource Benefits, Expenses and others.

On December 17, 2009, the Company's stockholders approved a proposal to effect a 10-for-1 reverse stock split. The reverse stock split was effective December 28, 2009 and as a result the Company's stock began and has continued to trade above $1.00. On January 20, 2010, the Company received a letter from Nasdaq stating that it had regained compliance with the minimum $1.00 bid price requirement.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Certain statements in this Report represent forward-looking statements. These statements involve known and unknown risks, uncertainties and other factors that may cause actual results of operations, levels of activity, economic performance, financial condition or achievements to be materially different from future results of operations, levels of activity, economic performance, financial condition or achievements as expressed or implied by such forward-looking statements.

Asure has attempted to identify these forward-looking statements with the words "believes," "estimates," "plans," "expects," "anticipates," "may," "could" and other similar expressions. Although these forward-looking statements reflect management's current plans and expectations, which are believed to be reasonable as of the filing date of this report, they inherently are subject to certain risks and uncertainties. Additionally, Asure is under no obligation to update any of the forward-looking statements after the date of this Form 10-Q to conform such statements to actual results.

RESULTS OF OPERATIONS

The following table sets forth for the fiscal periods indicated the percentage of total revenues represented by certain items in Asure's Consolidated Statements of Operations:

	FOR THE THREE MONTHS ENDED MARCH 31,	
	2010	2009
Revenues	100%	100%
Gross margin	74.1	80.4
Selling, general and administrative	58.6	109.9
Research and development	13.9	20.8
Amortization of intangible assets	6.1	5.9
Total operating expenses	78.5	136.7
Other income (expense), net	(2.6)	2.2
Net loss	(7.6)	(54.9)

THREE MONTHS ENDED MARCH 31, 2010 AND 2009

Revenues

Revenues for the three months ended March 31, 2010 were $2.46 million, a decrease of $0.05 million, or 2.0%, from the $2.51 million reported for the three months ended March 31, 2009. Consolidated revenues represent the combined revenues of the Company and its subsidiaries, including sales of the Company's scheduling software, human resource and time and attendance software, complementary hardware devices to enhance its software products, software maintenance and support services, installation and training services and other professional services.

The Consolidated revenue for three month ended March 31, 2009 included Visual Asset Manager ("VAM") software which accounted for 4.3% or $106 thousand of the total revenue for the period. This product line was sold in February 2009 to E-Innovative Services Group ("EISG"), LLC. After adjusting for the 'VAM' sale, which was not in the three month period ending March 2010, the comparable revenues increased by 2% or $56 thousand, primarily due to increase in hardware, SaaS and Maintenance and Support revenue by $205 thousand. This increase was offset by decrease in Software license and Deployment revenues by $150 thousand.

Asure will continue to target small and medium businesses and divisions of enterprises. In addition to continuing to develop its workforce management solutions and release new software updates and enhancements, the Company is actively exploring other opportunities to acquire additional products or technologies to complement its current software and services. Asure also is implementing marketing initiatives, including tailoring its solutions to provide increased value and a simplified purchasing model to targeted customers. As the overall workforce management solutions market continues to experience significant growth related to software as a service ("SaaS") products, Asure will continue to focus on sales of its MRM On Demand and iEmployee SaaS products. Management believes that an economic recovery will facilitate additional revenue growth.

Gross Margin

Gross margins for the three months ended March 31, 2010 were $1.8 million, a decrease of $0.2 million, or 9.7%, from the $2.0 million reported for the three months ended December 31, 2009. . Gross margins as a percentage of revenues were 74.1% and 80.4% for the three months ended March 31, 2010 and 2009, respectively. This decrease in gross margin percentage was primarily due to the increase in hardware revenue which generates lower gross margins than software.

Asure's cost of sales relates primarily to compensation expenses, hardware expenses and the amortization of the Company's purchased software costs. These expenses represented approximately 63.0% (excluding VAM COGS) and 64.4% of the total cost of sales for the three months ended March 31, 2010 and 2009, respectively. The short term variability in cost of goods sold as a percentage of revenue is primarily attributable to product mix.

Selling, General and Administrative

Selling, general and administrative ("SG&A") expenses for the three months ended March 31, 2010 were $1.4 million, a decrease of $1.3 million or 47.8%, from the $2.8 million reported for the three months ended March 31, 2009. SG&A expenses as a percentage of revenues were 58.6% and 109.9% for the three months ended March 31, 2010 and 2009, respectively.

During the three months ended March 31, 2010, SG&A expenses decreased $1.3 million, due to across the board decreases in all categories, as part of headcount, benefits and general cost reductions. Effective March 1, 2009, Asure implemented a mandatory 10% pay reduction for its personnel and also terminated headcount in August 2009, which led to decreased compensation expenses by approximately $0.4 million during the current fiscal quarter as well. Additionally, in efforts to further trim overhead costs, Asure's reduced its marketing budget, decreasing marketing expenses by $0.2 million and legal, lease, insurance and audit costs by $0.4 million during the three months ended March 31, 2010.

Throughout its operations, Asure continues to evaluate any unnecessary SG&A expenses and plans to further reduce expenses as appropriate.

Research and Development

Research and development ("R&D") expenses for the three months ended March 31, 2010 were $0.3 million, a decrease of $0.2 million, or 34.6%, from the $0.5 million reported for the three months ended March 31, 2009. Research and development expenses as a percentage of revenues were 13.9% and 20.8% for the three months ended March 31, 2010 and 2009, respectively.

During the three months ended March 31, 2010, R&D expenses decreased $0.2 million primarily due to decreases in compensation by $148 thousand, related to the aforementioned pay and headcount reductions.

Asure continues to improve and enhance its workforce management solutions – particularly its Time & Attendance software from the iEmployee product line and its Meeting Room Manager ("MRM") software from its NetSimplicity product line. Time & Attendance enhancements included an additional application programming interface for time collection, which expands the software's interoperability with various time clocks in addition to Asure's Easy Touch Time Clock. Additionally, the Company implemented a new line of clocks that contains several forms of data collection including magnetic stripe, barcode, proximity and biometric readers. The expanded interoperability and new line of clocks expanded Time & Attendance's capabilities to meet various customers' requirements by increasing the customers' choices when selecting hardware devices. Asure also added functionality to its Time & Attendance software by developing an automated calculation of the time off accruals and a new flexible pay schedule that allows customers to specify start and end dates and times for multiple different pay periods.

Asure has continued to develop MRM and enhanced the Microsoft Outlook Plug-in, Web and Interactive LCD interfaces, allowed assigned delegates the ability to schedule meetings on behalf of others, and provided more sophisticated conflict resolution options for scheduling recurring meetings via Microsoft Outlook®. Asure's R&D efforts related to its NetSimplicity product line culminated in August 2009 when the Company released MRM, Version 8.0. Under this next generation of the Company's room and resource scheduling solution, customers have the benefit of a bi-directional Outlook Plug-in. Meetings and resources scheduled through Microsoft Outlook are synchronized to the Web client, thus allowing users to create, manage and update information from the Web client, given the appropriate privileges. Customers can now delegate scheduling responsibilities to individuals without requiring access to Microsoft Outlook.

Asure's development efforts for future releases and enhancements are driven by feedback received from its existing and potential customers and by gauging marketing trends. Management believes it has the appropriate development team to design and further improve its workforce management solutions.

Amortization of intangible assets

Amortization expenses for the three months ended March 31, 2010 were $149 thousand, which is the same amount reported for the three months ended March 31, 2009. Amortization expenses as a percentage of revenues were 6.1% and 5.9% for the three months ended March 31, 2010 and 2009, respectively. Upon acquiring the iEmployee business in October 2007, Asure recorded several intangible assets, which are being amortized over their estimated useful lives. The amortization expenses during the three months ended March 31, 2010 and 2009 relate entirely to these acquired intangible assets.

Net Loss

Asure generated a net loss of $0.2 million, or $0.06 per share, during the three months ended March 31, 2010, compared to a net loss of $1.4 million or $0.44 per share reported for the three months ended March 31, 2009. Net loss as a percentage of total revenues were 7.6% and 54.9% for the three months ended March 31, 2010 and 2009, respectively.

Asure will continue to implement its corporate strategy for growing its software and services business by modestly investing in areas that directly generate revenue and positive cash flows for the Company. However, uncertainties and challenges remain, especially during this macroeconomic environment downturn, and there can be no assurance that the Company can successfully grow its revenues or achieve profitability during the remainder of fiscal year 2010.

LIQUIDITY AND CAPITAL RESOURCES

	FOR THE THREE MONTHS ENDED MARCH 31, 2010	FOR THE THREE MONTHS ENDED MARCH 31, 2009
	(in thousands)	
Working capital	$ 106	$ 6,654
Cash, cash equivalents and short-term investments	1,991	10,885
Cash used in operating activities	(111)	(1,023)
Cash used in investing activities	(77)	0
Cash used in financing activities	(123)	0

Cash used in operating activities was $.1 million for the three months ended March 31, 2010 due primarily to $.2 million in net loss and a $0.3 million reduction in accounts payable offset by $0.4 million decrease in accounts receivable. Cash used in operating activities was $1.0 million for the three months ended March 31, 2009 due primarily to $1.4 million in net loss, which was offset by $0.3 million in total non-cash depreciation and amortization expenses.

Cash used by investing activities was $0.1 million for the three months ended March 31, 2010 due primarily to net purchases of property and equipment. No net Cash was provided or used by the investing activities as $65 thousand net sale of short-term investments was offset by $65 thousand of purchases of property and equipment for the three months ending March 31, 2009. Asure's current operations are not capital intensive and management does not anticipate any significant capital expenditures during the remainder of fiscal year 2010.

The Company leases office space and equipment under non-cancelable operating leases that expire at various dates through 2013. Certain leases obligate Asure to pay property taxes, maintenance and insurance and include escalation clauses. The total amount of base rentals over the term of the Company's leases is charged to expense on a straight-line basis, with the amount of the rental expense in excess of the lease payments recorded as a deferred rent liability. Approximately $10.6 million or 95.8% of the Company's total operating lease obligations relate to its corporate office facility at Wild Basin in Austin, Texas. As of March 31, 2010, Asure had $3.2 million in future minimum lease payments receivable under non-cancelable sublease arrangements.

Subsequent to the amendment of its corporate office facility lease as described in Note 9, the $10.6 million future lease obligation will be reduced to $720 thousand and the $3.2 million in future minimum lease payments receivable under sublease arrangements will be reduced to $0.

Management continues to evaluate and reduce any unnecessary expenditure, while continuing to closely monitor all of its cash sources and uses as it manages its operations through the current recession.

Cash used in financing activities was $0.1 million for the three months ended March 31, 2010 related primarily to the repurchase of treasury stock for $0.1 million. No Cash was provided or used in financing activities for the three months ended March 31, 2009. Management believes it currently has sufficient cash and short-term investments on hand to fund its operations during the next twelve months and beyond without needing to obtain long-term financing. Therefore, the Company does not anticipate that it will be affected by any credit shortage in the current economic business environment.

Pursuant to Asure's stock repurchase plan, the Company is allowed to repurchase up to 300,000 shares (adjusted for the 10 to 1 reverse stock split) of the Company's common stock. During the three months ended March 31, 2010 Asure repurchased 43,364 shares of common stock for $110 thousand. In total, Asure has repurchased 256,107 shares for approximately $5.0 million over the life of the plan. Management will periodically assess repurchasing additional shares, depending on the Company's cash position, market conditions and other factors.

As of March 31, 2010, Asure's principal source of liquidity consisted of $2.0 million of current cash and cash equivalents as well as future cash generated from operations. Management is focused on growing its existing software operations and continuing to reduce expenses and thus plans to utilize its cash balances to expand its operations by making additional prudent investments as necessary. The Company believes that it has sufficient cash for its short and long term needs, including the $1.5 million payment it is required to make in the second fiscal quarter as part of its lease amendment as described in Note 9. The lease amendment will save the Company approximately $120 thousand in monthly cash payments beginning in April 2010.

There is no assurance that the Company will be able to limit its cash consumption and preserve its cash balances, and it is possible that the Company's future business demands may lead to cash utilization at levels greater than recently experienced. Management believes that the Company has sufficient capital and liquidity to fund and cultivate the growth of its current and future operations for the next 12 months and thereafter. However, due to uncertainties related to the timing and costs of these efforts, Asure may need to raise additional capital in the future. Yet, there is no assurance that the Company will be able to raise additional capital if and when it is needed.

CRITICAL ACCOUNTING POLICIES

The Company's consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles and include the accounts of Asure's wholly owned subsidiaries. All significant intercompany transactions and balances have been eliminated in the consolidation. Preparation of the consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of the assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. These estimates are subjective in nature and involve judgments that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at fiscal year end and the reported amounts of revenues and expenses during the fiscal year. The more significant estimates made by management include the valuation allowance for the gross deferred tax asset, contingency legal reserves, lease impairment, useful lives of fixed assets, the determination of the fair value of its long-lived assets, and the fair value of assets acquired and liabilities assumed during the iEmployee acquisition. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the given circumstances. These estimates could be materially different under different conditions and assumptions. Additionally, the actual amounts could differ from the estimates made. Management periodically evaluates estimates used in the preparation of the financial statements for continued reasonableness. Appropriate adjustments, if any, to the estimates used are made prospectively based upon such periodic evaluation.

Management believes the following represent Asure's critical accounting policies:

Revenue Recognition

The Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred, the fee is fixed or determinable and collectability is probable. The Company recognizes software revenue in accordance with FASB ASC 985-605, Revenue Recognition – Multiple Element Arrangements (FASB ASC 985-605). The Company's revenues consists of software license, software subscription and service fees. Revenue from the software element is earned through the licensing or right to use the Company's software and from the sale of specific software products. Service fee income is earned through the sale of maintenance and technical support, training and installation. Revenue from the sale of hardware devices is recognized upon shipment of the hardware. Asure also sells multiple elements within a single sale.

When the Company sells software licenses in a multiple element arrangement and vendor-specific objective evidence ("VSOE") of fair value is available for the undelivered element, sales revenue is generally recognized on the date the product is shipped, using the residual method, with a portion of revenue recorded as deferred (unearned) due to the applicable undelivered elements. VSOE of fair value for the maintenance, training and installation services are based on the prices charged for the maintenance and services when sold separately. Undelivered elements for our multiple element arrangements with a customer are generally restricted to post contract support, training and install. The amount of revenue allocated to these undelivered elements is based on the VSOE of fair value for those undelivered elements. Deferred revenue due to undelivered elements is recognized ratably on a straight-line basis over the service period (typically one year) or when the service is completed. When VSOE of fair value is not available for the undelivered element of a multiple element arrangement, sales revenue is generally recognized ratably, on a straight-line basis over the service period of the undelivered element. The Company's training and installation services are not essential to the functionality of the Company's products as such services can be provided by a third party or the customers themselves.

The Company also sells software subscriptions and may at times sell related setup, implementation and professional services in the same arrangement. Setup and implementation services typically occur at start of the software subscription period, while certain professional services may not occur several months later depending on the nature of the services and the customer requirements. Prior to January 1, 2010, the Company recognized the total contract value of software subscriptions and related services ratably as a single unit of accounting over the contract term, beginning when the customer was able to utilize the software. Subsequent to the adoption of the updated FASB ASC 605, the Company accounts each of these elements as separate accounting units. We allocate the value of the arrangement to each unit of accounting based on vendor specific objective evidence of selling price, when it exists, third-party evidence of selling prices for like services or estimated selling price. Software subscription service revenues are recognized pro-rata over the life of the software subscription contract, while the related setup, implementation or professional services revenues are recognized upon completion. The result of the adoption is an immaterial acceleration of setup, implementation and professional service revenues related to software subscription transactions.

The Company does not recognize revenue for agreements with rights of return, refundable fees, cancellation rights or acceptance clauses until such rights of return, refund or cancellation have expired or acceptance has occurred. The Company's arrangements with resellers do not allow for any rights of return.

Deferred revenue includes amounts received from customers in excess of revenue recognized, and is comprised of deferred maintenance, service and other revenue. Deferred revenues are recognized in the Consolidated Statements of Operations when the service is completed and over the terms of the arrangements, primarily ranging from one to three years.

Impairment of Goodwill, Intangible Assets and Long-Lived Assets

Goodwill and other intangible assets with indefinite lives are not required to be amortized under FASB ASC 350, *Intangibles-Goodwill and Other* (FASB ASC 350) and accordingly, the Company reviews its goodwill for possible impairment on an annual basis, or whenever specific events warrant. Events that may create an impairment review include, but are not limited to: significant and sustained decline in the Company's stock price or market capitalization, significant underperformance of operating units and significant changes in market conditions and trends. Asure uses a two-step process and a discounted cash flow model to evaluate its assets for impairment. If the carrying amount of the goodwill or asset exceeds its implied fair value, an impairment loss is recognized in an amount equal to the excess during that fiscal period. Intangible assets that are not deemed to have indefinite lives are amortized over their useful lives and are tested for impairment in accordance with FASB ASC 350.

In accordance with FASB ASC 350, Asure reviews and evaluates its long-lived assets for impairment whenever events or changes in circumstances indicate that their net book value may not be recoverable. When such factors and circumstances exist, including those noted above, the Company compares the assets' carrying amounts against the estimated undiscounted cash flows to be generated by those assets over their estimated useful lives. If the carrying amounts are greater than the undiscounted cash flows, the fair values of those assets are estimated by discounting the projected cash flows. Any excess of the carrying amounts over the fair values are recorded as impairments in that fiscal period.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company is a smaller reporting company as defined by Rule 12b-2 under the Exchange Act and is not required to provide the information required under this item.

ITEM 4. CONTROLS AND PROCEDURES

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting for the Company. The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in the reports it files under the Securities and Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission. Such controls include those designed to ensure that information for disclosure is communicated to management, including the Chairman of the Board and the Chief Executive Officer ("CEO"), as appropriate to allow timely decisions regarding required disclosure.

The CEO and CFO, with the participation of management, have evaluated the effectiveness of the Company's disclosure controls and procedures as of March 31, 2010. Based on their evaluation, they have concluded, to the best of their knowledge and belief, that the disclosure controls and procedures are effective. No changes were made in the Company's internal controls over financial reporting during the three months ended March 31, 2010, that have materially affected, or are reasonably likely to materially affect, the Company's internal controls over financial reporting. In making this assessment, management used the criteria set forth in *Internal Control-Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Asure was the defendant or plaintiff in various actions that arose in the normal course of business. With the exception of the proceedings described below, none of the pending legal proceedings to which the Company is a party are material to the Company.

Litigation with Jenkens & Gilchrist, P.C.

On July 16, 2007, Jenkens & Gilchrist, P.C. ("Jenkens"), Asure's former legal counsel, filed a complaint against Asure and Compressions Labs, Inc., in the District Court of Dallas County, Texas. In its complaint, Jenkens alleged a breach of contract and sought a declaratory judgment. Asure disputed Jenkens' claims and also sought relief through the court system.

After Asure terminated Jenkens, the Company entered into a Resolution Agreement with Jenkens in December 2004. Under the Resolution Agreement, the Company believed Jenkens was entitled to $1,400 for all fees and expenses related to certain settlements received from licensing the Company's intellectual property. Jenkens interpreted the Resolution Agreement on broader terms and initially believed it was entitled to $2,800. As of July 31, 2007, Asure accrued $2,100 for Jenkens' contingency fees related to these settlements. The Company recorded the contingency fees as part of cost of sales on its Consolidated Statement of Operations for the year ended July 31, 2007 in order to properly match the expenses to the related licensing revenues. The $2,100 accrual remained as part of Asure's current liabilities through fiscal year 2009.

On July 20, 2009, the trial with Jenkens commenced. As the result of the jury verdict in July 2009 to award Jenkens approximately $4,600 in damages, attorney's fees and interest, Asure entered into a settlement agreement with Jenkens, effective August 20, 2009. Under the settlement agreement, Asure agreed to pay Jenkens $4,300 and the parties agreed to release all claims against each other. Based on the settlement amount, the Company accrued an additional $2,200 as of July 31, 2009. Since the Company was no longer licensing its intellectual property and had no related licensing revenues in fiscal year 2009, this additional $2,200 expense was recorded as part of operating expenses on the Consolidated Statement of Operations for the year ended July 31, 2009. Asure paid Jenkens $4,300 on August 25, 2009 and the Company considers this litigation to be concluded.

ITEM 1A. RISK FACTORS

The Company is a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and is not required to provide the information required under this item.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

None

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ITEM 5. OTHER INFORMATION

None

ITEM 6. EXHIBITS

EXHIBIT NUMBER	DESCRIPTION
31.1*	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
33.1*	Fourth Amendment to Lease Agreement with WB One & Two, LTD.

* Filed herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

ASURE SOFTWARE, INC.

May 17, 2010	By: /s/ PATRICK GOEPEL Patrick Goepel Chief Executive Officer
May 17, 2010	By: /s/ DAVID SCOGLIO David Scoglio Chief Financial Officer

INDEX TO EXHIBITS

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31.1	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
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33.1	Fourth Amendment to Lease Agreement with WB One & Two, LTD.

EXHIBIT 31.1

CERTIFICATION OF PERIODIC REPORT
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, the undersigned, Patrick Goepel, Chief Executive Officer, of Asure Software, Inc. (the "Company"), certify, that:

1. I have reviewed this quarterly report on Form 10-Q of the Company (the "Report");

2. Based on my knowledge, the Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the periods covered by this Report;

3. Based on my knowledge, the financial statements, and other financial information included in the Report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in the Report;

4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and we have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within these entities, particularly during the period in which the Report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principals;

   (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in the Report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by the Report based on such evaluation; and

   (d) Disclosed in the Report any change in the Company's internal control over financial reporting that occurred during the Company's most recent fiscal quarter (the quarter ended March 31, 2010) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and to the Audit Committee of the Board of Directors:

   (a) All significant deficiencies or material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

/s/ PATRICK GOEPEL
Patrick Goepel
Chief Executive Officer
May 17, 2010

EXHIBIT 31.2

CERTIFICATION OF PERIODIC REPORT
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, the undersigned David Scoglio, Chief Financial Officer, of Asure Software, Inc. (the "Company"), certify that:

1. I have reviewed this quarterly report on Form 10-Q of the Company (the "Report");

2. Based on my knowledge, the Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the periods covered by this Report;

3. Based on my knowledge, the financial statements, and other financial information included in the Report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in the Report;

4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and we have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within these entities, particularly during the period in which the Report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principals;

   (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in the Report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by the Report based on such evaluation; and

   (d) Disclosed in the Report any change in the Company's internal control over financial reporting that occurred during the Company's most recent fiscal quarter (the quarter ended March 31, 2010) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and to the Audit Committee of the Board of Directors:

   (a) All significant deficiencies or material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

/s/ DAVID SCOGLIO
David Scoglio
Chief Financial Officer
May 17, 2010

EXHIBIT 32.1

CERTIFICATION OF PERIODIC REPORT
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, the undersigned, Patrick Goepel, Chief Executive Officer of Asure Software, Inc. (the “Company”), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted by Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The quarterly report on Form 10-Q of the Company for the period ended March 31, 2010 (the “Report”) fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 as amended, and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ PATRICK GOEPEL
Patrick Goepel
Chief Executive Officer
May 17, 2010

A signed original of this written statement required by Section 906 has been provided to Asure Software, Inc. and will be retained by Asure Software, Inc. and furnished to the Securities and Exchange Commission or its staff upon request. The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.

EXHIBIT 32.2

CERTIFICATION OF PERIODIC REPORT
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, the undersigned, David Scoglio, Chief Financial Officer, of Asure Software, Inc. (the “Company”), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted by Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The quarterly report on Form 10-Q of the Company for the period ended March 31, 2010 (the “Report”) fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 as amended, and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ DAVID SCOGLIO
David Scoglio
Chief Financial Officer
May 17, 2010

A signed original of this written statement required by Section 906 has been provided to Asure Software, Inc. and will be retained by Asure Software, Inc. and furnished to the Securities and Exchange Commission or its staff upon request. The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.

Exhibit 33.1

FOURTH AMENDMENT TO LEASE

This **FOURTH AMENDMENT TO LEASE** (this "Amendment") has been executed as of the ____ day of April, 2010 (the "Effective Date"), by **WB ONE & TWO, LTD.**, a Texas limited partnership ("Landlord") and **FORGENT NETWORKS, INC.**, a Delaware corporation d/b/a Asure Software, Inc. ("Tenant").

RECITALS

A. WHEREAS, 2800 Industrial Inc, a Texas corporation, as predecessor in interest to Landlord and VTEL Corporation, predecessor in interest to Tenant previously executed that certain Lease Agreement, dated on or about January 6, 1998 (the "Original Lease"), as amended by (i) that certain First Amendment to Lease Agreement, dated March 11, 1998 (the "First Amendment"), (ii) that certain Second Amendment to Lease Agreement, dated July 28, 1998 (the "Second Amendment"), and (iii) that certain Third Amendment to Lease, dated November 2, 1998 (the "Third Amendment")(the Original Lease, First Amendment, Second Amendment, Third Amendment and any other written agreements between Landlord and Tenant are hereinafter collectively referred to as the "Lease"), covering a total of approximately 137,530 rentable square feet of office space (the "Prime Lease Premises") in the buildings known as Wild Basin One and Two located on that certain real property referred to as Lots One (1) and Two (2), WILD BASIN POINT, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 86, Pages 96B-96C of the Plat Records of Travis County, Texas commonly known as 110 and 108 Wild Basin Road, Austin Texas 78746 (collectively, the "Building").

B. WHEREAS, Landlord and Tenant desire to execute this Amendment in order to evidence their agreement to reduce the size of the Prime Lease Premises, all as more particularly set forth in this Amendment. Unless otherwise defined herein, all capitalized terms will have the respective meanings assigned thereto in the Lease.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Landlord and Tenant agree as follows:

1. Reduction of Prime Lease Premises

Notwithstanding anything set forth to the contrary in the Lease, this Amendment shall become effective and commences as of April 1, 2010 (hereinafter referred to as the "Reduction Commencement Date"). As of the Reduction Commencement Date, Tenant occupies approximately 9,000 square feet of the Prime Leased Premises. As of the Reduction Commencement Date, the Prime Lease Premises shall be reduced by 3,000 square feet to the amount of space currently utilized by Tenant which contains approximately 6,000 rentable square feet (the "Reduced Premises"), as more particularly depicted on **Schedule 1**, attached hereto and incorporated herein by this reference. Landlord shall have the right to take possession of the 3,000 square feet that is being surrendered by Tenant provided Landlord demises the Reduced Premises. Upon thirty (30) days of written notice from Landlord, which notice shall not be given prior to June 1, 2010, Tenant shall relocate to approximately six thousand (6,000) square feet of space located in a mutually agreed upon suite in Building Two (the "Relocation Premises") throughout the remainder of the term which shall expire pursuant to the terms of the Lease on March 31, 2013 (the "Expiration Date"). All terms and conditions of the Lease, as amended, shall apply to the Relocation Premises. Within thirty (30) days of Tenant's relocation, Landlord and Tenant shall enter into an amendment to the Lease memorializing the location of the Relocation Space. As of the Reduction Commencement Date, the Lease, as it relates to the remainder of the approximately 131,530 rentable square feet of the Prime Lease Premises, shall terminate and be of no further force or effect. Within sixty (60) days of the Reduction Commencement Date, Tenant shall cause all of Tenant's furniture, fixtures and equipment to be stored in the Storage Space (hereinafter defined); PROVIDED, HOWEVER, the furniture, fixtures and equipment (i) in use by subtenants of the Building pursuant to the terms and conditions of their respective subleases, (ii) located in the Data Center Space (hereinafter defined) and (iii) located in the conference center located in the Building, shall be conveyed to Landlord as set forth in Paragraph 10 below.

In addition to the Reduced Premises, Tenant shall be entitled to (i) use the conference room area, subject to availability, at no additional cost, and (ii) occupy that certain storage space, containing approximately six thousand (6,000) square feet of rentable storage space located in the garage storage area (the "Storage Space"), and (iii) the right to continue to utilize the existing data center space ("Data Center Space") through and including March 31, 2011. Tenant shall vacate and return to Landlord (in the condition required by the Lease), three thousand (3,000) square feet of the Storage Space on or before December 31, 2010. The Reduced Premises, the Storage Space, and the Data Center Space are collectively referred to in this Amendment as the "Premises".

2. Gross Rent

Commencing on the Reduction Commencement Date, the "Reduced Gross Rent" (herein so called) for the Premises throughout the Expiration Date shall be as follows:

Months	Annual Gross Rent	Monthly Gross Rent
Reduction Commencement Date- March 31, 2011	$240,000.00	$20,000.00
April 1, 2011- March 31, 2012	$240,000.00	$20,000.00
April 1, 2012- Expiration Date	$240,000.00	$20,000.00

The Reduced Gross Rent shall be due and payable in equal monthly installments, with each such installment being due and payable on the first day of each calendar month, in advance, without demand and without setoff or deduction whatsoever. In addition, the Reduced Gross Rent shall be due and payable regardless of whether Tenant is occupying the Reduced Premises and/or whether or not Landlord has relet the Reduced Premises upon Tenant's vacation or desertion of same; it being the express intention of Landlord and Tenant that the Reduced Gross Rent be guaranteed rent.

Tenant has paid Landlord a security deposit equal to $20,000.00 (the "Security Deposit"), concurrently with the execution of this Amendment, which sum shall be retained by Landlord as security for Tenant's full, timely and faithful performance of all of Tenant's obligations hereunder, including, but not limited to, the payment of Annual Gross Rent. Tenant shall not be entitled to any interest upon the Security Deposit, nor shall Landlord be required to segregate or hold the Security Deposit separate from Landlord's other funds, but shall carry such sum as a bookkeeping entry only. In the event that Tenant shall fully perform the covenants and provisions of the Lease as amended, Landlord shall refund the Security Deposit, or the unused balance thereof, if any, to Tenant within thirty (30) days after the expiration or sooner termination of the term of the Lease.

3. Operating Costs; Taxes; Insurance; Utilities

It is understood and agreed by Landlord and Tenant that, commencing on the Reduction Commencement Date, the Lease shall be a "gross lease", with Tenant only being responsible for the payment of Reduced Gross Rent. Commencing on the Reduction Commencement Date, Tenant shall not be liable for payment of any additional Operating Costs, Taxes, utilities (except those consumed by Tenant and separately billed to Tenant), Landlord's Insurance or any other additional rent and Landlord and Tenant agree that all such costs are included in the Annual Gross Rent. Tenant shall remain responsible for personal property taxes, Tenant's insurance, and Tenant's parking. In addition, Tenant shall be charged $35.00 per hour for after-hours use in the Premises of the heating, ventilating and air conditioning system, which amounts shall be due and payable within ten (10) days of delivery of Landlord's invoice to Tenant.

Furthermore, Landlord shall, at Landlord's sole cost and expense, cause the electrical utilities supplied to the Data Center to be separately metered and billed directly to Tenant, for which usage Tenant shall be solely responsible.

4. Tenant Improvements

Tenant agrees to accept the Reduced Premises in "as is, where is" condition. Landlord shall pay the costs of demising the Relocation Premises pursuant to all local, state and federal codes and shall also pay the costs of painting the demising wall. In the event the Relocation Premises is not painted and/or carpeted, then Landlord shall pay the cost of carpeting and/or painting the Relocation Premises. Once delivered, Tenant shall accept the Relocation Premises in "as is, where is" condition, without representation or warranty, without any obligation to further alter, remodel, improve, repair or decorate any part of the Premises. Landlord shall pay the costs of any improvements required for Tenant's occupancy but Landlord and Tenant agree that the improvements shall be limited to those necessary for Tenant to reasonably operate its business.

5. Reduction Fee

As additional consideration for Landlord's agreement to enter into this Amendment, on or before two (2) business days after the Reduction Commencement Date, Tenant shall pay, in certified funds or by wire transfer directly to Landlord, a premises "Reduction Fee" equal to One Million Five Hundred Thousand and No/100s Dollars ($1,500,000.00). Tenant's failure to timely make this payment shall render this Amendment null and void and of no force or effect. Landlord agrees that Tenant shall not be responsible for the payment of the amounts due and owing (and set forth in detail on the invoice attached hereto as **Exhibit "E"**) for the 2009 Operating Expense reconciliation and that the payment of the Reduction Fee is the full and final payment owed to Landlord for all rent, costs and expenses accruing prior to the Reduction Commencement Date.

6. Release

Tenant hereby releases, acquits and discharges Landlord and its respective officers, directors, shareholders, agents, guarantors and employees, of and from any and all obligations, claims, debts, demands, actions or causes of action whatsoever, which Tenant had, has, claims to have, or may later have against Landlord, accruing or arising out of, pursuant to, or related to the specific rights, duties and obligations imposed upon Landlord according to the Lease and any and all amendments, correspondence, representations, certifications, warranties, promises or acts related thereto, whether oral or written, to the extent arising before the Reduction Commencement Date. Notwithstanding the foregoing, nothing contained herein shall release Landlord from its obligations under the Lease as amended herein.

Landlord hereby releases, acquits and discharges Tenant and its respective officers, directors, shareholders, agents, guarantors and employees, of and from any and all obligations, claims, debts, demands, actions or causes of action whatsoever, which Landlord had, has, claims to have, or may later have against Tenant, accruing or arising out of, pursuant to, or related to the specific rights, duties and obligations imposed upon Tenant according to the Lease and any and all amendments, correspondence, representations, certifications, warranties, promises or acts related thereto, whether oral or written, to the extent arising before the Reduction Commencement Date. Notwithstanding the foregoing, nothing contained herein shall release Tenant from its obligations under the Lease as amended herein.

7. Indemnity of Landlord

In addition to Section 14.1 of the Lease, Tenant indemnifies and holds harmless Landlord and its agents, employees, and authorized representatives from any and all claims, suits, demands, relating to or arising from Tenant's actions, duties, acts or omissions as sublandlord under the Subleases up and through the Reduction Commencement Date.

8. Net Profits Interest

As additional consideration for this Amendment and subject to the terms set forth herein, Tenant hereby waives and relinquishes any and all rights to past or future Net Proceeds Interest as defined by **Exhibit "E"** of the Lease (the "NPI"). This waiver and relinquishment of rights includes, but is not limited to, any rights to any current or future reserves held by the Lender or Landlord. Tenant hereby acknowledges that as of the Reduction Commencement Date, there are no net proceeds to which it is entitled to receive and disclaims, waives and relinquishes any interest in any future proceeds, reserves or any monies, whatsoever, including those as defined in Exhibit E of the Lease. This waiver of rights to past and present NPI is expressly contingent upon the approval of this Amendment by the Lender. In the event Lender fails to approve this Amendment, then Tenant's waiver of its right in the NPI shall be rendered void and Tenant's rights in the NPI shall continue in full force and effect.

9. Subleases

As sublandlord, Tenant has entered into twenty-six (26) subleases (the "Subleases") with respect to the Building. A complete and accurate list of such subleases is attached hereto and incorporated herein as **Exhibit "A"**. As a condition precedent to the effectiveness of this Amendment, Landlord and Tenant shall enter into an assignment and assumption of each such sublease substantially in the form of **Exhibit "B"** attached hereto and incorporated herein by this reference. In addition, prior to the Reduction Commencement Date, Tenant shall obtain from each sublessee, an estoppel agreement in the form of **Exhibit "C"**, attached hereto and incorporated herein by this reference. On or before May 31, 2010, Tenant shall transfer the security deposits of all subtenants currently being held by Tenant, to Landlord. As of the Reduction Commencement Date, Tenant is holding $124,405.35 in subtenant security deposits. Tenant represents and warrants that as of the Reduction Commencement Date, the security deposits of the subtenants in the possession of Tenant equals $124,405.35.

The following provisions shall apply to receivables which, as of the Reduction Commencement Date, have been billed and are owed to Tenant by subtenants still occupying their premises as of the Reduction Commencement Date under any of the subleases (the "Receivables"). Tenant shall deliver to Landlord prior to the Reduction Commencement Date, a schedule which identifies the Receivables. On the Reduction Commencement Date, Tenant shall be entitled to receive a credit from Landlord in the total amount of the Receivables listed on the attached **Exhibit "G".** Subsequent to the Reduction Commencement Date, Landlord shall have all right, title and interest in and to the Receivables with respect to which Tenant has received a credit. Tenant shall indemnify and hold Landlord harmless from and against any losses incurred by Landlord due to its failure to collect payment of any portion of the aforesaid Receivables relating to the period of time prior to the Reduction Commencement Date as a result of: (a) the insolvency of any subtenant; or (b) the exercise by any subtenant of a legally valid defense to the payment thereof.

To the extent that operating expenses, including taxes, are chargeable to subtenants under the subleases, Landlord and Tenant shall make a preliminary good faith effort to determine the amount owing from and prepaid by subtenants for such operating expenses based upon the proration of such expenses and receipts to the Reduction Commencement Date, and a cash adjustment shall be made no later than April 30, 2010 based upon such calculation. Promptly after reconciliation of the operating expenses for the calendar year 2010 and receipt from or payment to subtenants to reconcile the charges to and from subtenants, Landlord and Tenant shall make a final reconciliation of such amounts as may be due each based upon the Rent Reduction Date and actual expenses and collections. Any amount owed to Landlord shall be paid as additional rent and any amount owed Tenant shall be paid in the form of a rent credit on the next rent due and owing.

Landlord acknowledges that Tenant is providing certain long distance and phone services to some of the subtenants. Tenant agrees to continue to provide such services until the earlier of (a) Landlord's written notice to cease providing the services, or (b) December 31, 2010. During the period in which Tenant is providing the services, Landlord agrees to forward to Tenant, any amount collected from the subtenants for such services to reimburse Tenant for the actual costs of the services provided. Tenant shall have the right, upon thirty (30) days written notice to the subtenants, with a copy to the Landlord, to terminate any of the services provided by Tenant to subtenants under the terms of any sublease or other agreement. Tenant shall also have the right to pursue collection of any past due charges directly from the subtenants.

Landlord agrees to use commercially reasonable efforts to collect the past due utility charges owed by PointServe. In the event Landlord can collect any amount owed by PointServe, then Landlord agrees to pay to Tenant, the amount collected less any reasonable and actual out of pocket costs incurred therewith. In no event shall Landlord be required to commence litigation to collect the past due utility costs.

10. Improvements; Furniture; Fixtures; Equipment

From and after the Reduction Commencement Date, Tenant hereby irrevocably waives any and all rights and claims to any furniture, fixtures, equipment or improvements located in the Building, but outside the Reduced Premises and Storage Space, excepting only Tenant's existing signage and any furniture located in Tenant's existing suite or storage area and any other furniture identified by Tenant in **Exhibit "F".** In the event Tenant cannot use any of the identified furniture in the Reduced Premises, then for a period of ninety (90) days from the Rent Reduction Date, Tenant shall have the right to deliver such excess furniture to Landlord along with an additional quitclaim agreement.

As of the Reduction Commencement Date, Tenant hereby agrees to quitclaim and set-over to Landlord all of the equipment listed on **Exhibit "D"** attached hereto and incorporated herein by this reference. Landlord and Tenant shall, simultaneous with the execution of this Amendment, enter into a quitclaim agreement for the furniture, fixtures and equipment listed on **Exhibit "D".**

All furniture, fixtures and equipment which may be the subject of any of the subleases shall become the sole property of Landlord on the Reduction Commencement Date.

11. Default

In the event of a default by Landlord or Tenant under the terms and conditions of this Amendment or the Lease, Landlord and Tenant shall have all of the rights and remedies set forth in the Lease and as are available in equity or at law.

12. Extension Option; Right of First Refusal

Notwithstanding anything in the Lease to the contrary, Tenant shall have no right to extend the term of the Lease or this Amendment and Tenant shall have no right of first refusal with respect to the Premises or the Building.

13. Landlord's Report

Notwithstanding anything in the Lease to the contrary, commencing on the Reduction Commencement Date, Landlord shall not be required to compile or deliver the Landlord's Report (as defined in the Lease).

14. Assignment and Subletting

Notwithstanding anything in the Lease to the contrary, Tenant shall have not right to assign Tenant's interest in the Premises without Landlord's consent, which consent may be withheld or denied in Landlord's sole discretion. Notwithstanding anything in the Lease to the contrary, Tenant shall have the right to sublet Tenant's interest in the Premises upon Landlord's written consent, which consent shall not be unreasonably conditioned, withheld or delayed.

15. Signage

Landlord hereby agrees that Tenant shall be entitled to utilize the existing Tenant signage at the Building in strict accordance with the terms and conditions set forth in the Lease. Tenant shall have no rights to any other signage at the Building or Premises other than as approved and installed by Tenant prior to the Reduction Commencement Date. Upon thirty (30) days' prior written notice from Landlord, which notice shall not be delivered prior to December 31, 2010, Tenant shall, at its sole cost and expense, remove any and all Tenant signage at the Building, and make any and all repairs necessary to return the condition of the Building to that which existed prior to the installation of such signage. In the event Landlord elects, in its sole and absolute discretion, to remove Tenant's signage prior to December 31, 2010, Landlord shall have the right to do so at Landlord's sole cost and expense. Landlord shall have the right to install any and all signage which Landlord, in Landlord's sole discretion, determines necessary or desirable at or on the Building.

16. Landlord Mortgagee Consent

As a condition precedent to the effectiveness of this Amendment, Landlord's mortgagee must consent to the terms and conditions of this Amendment. Tenant agrees to execute any and all documents reasonably necessary for Landlord to obtain such consent.

17. Commissions

Tenant shall be responsible for any and all commissions due to Aquila and/or Grubb & Ellis relating to the negotiation and execution of this Amendment. As such, Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any claims by any other broker or third party for any payment of any kind in connection with the negotiation and execution of this Amendment. Landlord shall pay directly, all costs associated with the Texas Instruments expansion, including the broker's fees and improvement costs. The estimated cost of the fees and improvements is approximately $10,500.00.

18. Parking

Tenant shall have the right to non-garage, non-reserved parking in the ratio of 1 space per 300 square feet of rentable space in the Reduced Premises twenty (20) non-garage, non-reserved spaces commencing on the Reduction Commencement Date. In the event Tenant vacates the Premises for any period greater than fourteen (14) consecutive days during the remainder of the term, Tenant shall forfeit Tenant's right to park at or around the Building.

19. Ratification

The Lease, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect in accordance with its terms. Tenant hereby represents to Landlord that, to the best of Tenant's knowledge, (a) Tenant is currently unaware of any default by Landlord under the Lease; and (b) with respect to Tenant, Tenant has full power and authority to execute and deliver this Amendment, and the Lease as amended hereby represents a valid and binding obligation of Tenant, enforceable in accordance with its terms. In the event of a conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment shall control. Except as otherwise set forth in this Amendment, the terms and provisions of the Lease shall remain unchanged and shall be applicable to Landlord and Tenant.

20. Counterparts

This Amendment may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Amendment, and all such counterparts together shall constitute one and the same Amendment. Either party may deliver its signature to the other via facsimile or electronic (PDF) transmission, and any signature so delivered shall be binding on the delivering party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment has been executed as of (but not necessarily on) the date and year first written above.

Landlord:

WB ONE & TWO, LTD.,
a Texas limited partnership,

By: WB ONE & TWO GENERAL PARTNER, INC.,
a Texas corporation
its general partner

Date: 4-28-2010

By: /s/Richard Anderson
Richard Anderson
President

Tenant:

FORGENT NETWORKS, INC.,
a Delaware corporation
d/b/a Asure Software, Inc.

Date: 4-28-2010

By: /s/ Patrick Goepel
Patrick Goepel
CEO

Schedule 1

Reduced Premises

Exhibit "A"

Subleases

Anderson, Martin & co. (Growth Equity Advisors)
Austin Digital Printing
Campus Advantage
Congress Realty
Divergent Resources, Inc.
Fluid Innovation Group
Golden Ladder Production
Hammond Jones Real Estate
HispanoSi, LP
iTEAM (Crosspoint)
Knowledge Miners America
Legiant
Luminary Micro, Inc. (Texas Instruments)
National Energy Management
PointServe, Inc.
Semperex, LLC
Sunturn
Scholars Learning Center
Techskill LLC
Terminal B
VA Lambiase & Com
Vixs Systems
Vtel Products Corp
Yorktown Technologies

Exhibit "B"

Assignment And Assumption of Sublease

This **ASSIGNMENT AND ASSUMPTION OF SUBLEASE** (this "Assignment") is made by and between **FORGENT NETWORKS**, **INC.**, a Delaware corporation ("Assignor") and **WB ONE & TWO, LTD.**, a Texas limited partnership ("Assignee"), with reference to the following facts and objectives:

RECITALS

WHEREAS, Assignor and the subtenants listed on the attached Exhibit "A" (collectively, the "Subtenants") have entered into a certain sublease agreements (the "Subleases"), in which

Assignor subleased to Subtenants, certain premises located at Wild Basin One and Two located on that certain real property referred to as Lots One (1) and Two (2), WILD BASIN POINT, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 86, Pages 96B-96C of the Plat Records of Travis County, Texas commonly known as 110 and 108 Wild Basin Road, Austin Texas 78746 (collectively, the " Subleased Premises"); and

WHEREAS, Assignor hereby desires to assign, and Assignee hereby desires to assume the Subleases.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Effective Date:

The effectiveness of this Assignment shall be April 1, 2010 (the "Effective Date").

2. Assignment and Assumption of Sublease:

Effective upon the Effective Date, Assignor sells, assigns, conveys, transfers, sets-over and delivers unto Assignee all of Assignor's right, title and interest in and to the Subleases; and Assignee assumes and agrees to perform all of the covenants, agreements and obligations of Assignor under the Subleases.

3. Indemnity of Assignee.

Assignee hereby agrees to indemnify, hold harmless and defend Assignor from and against any and all third party obligations, liabilities, costs and claims (including reasonable attorney's fees) arising as a result of or with respect to sublandlord's/sublessor's obligations under the Subleases to the extent they are attributable to the period of time from and after the Effective Date.

4. Indemnity of Assignor.

Assignor agrees to indemnify, hold harmless and defend Assignee from and against any and all third party obligations, liabilities, costs and claims (including reasonable attorney's fees) arising as a result of or with respect to sublandlord's/sublessor's obligations under the Subleases to the extent they are attributable to the period of time prior to the Effective Date.

5. Security Deposit:

Pursuant to the terms and conditions of the Subleases, Subtenants have heretofore deposited with Assignor One Hundred Twenty-four Thousand Four Hundred Five and 35/100 Dollars ($124,405.35) to secure the payment and performance obligations of Subtenants under the Subleases (the "Security Deposit"). On the Effective Date, Assignor hereby agrees to pay and assign any and all rights and obligations to the Security Deposit to Assignee, and Assignee hereby acknowledges and accepts such assignment.

6. Integration into Sublease**:**

Upon the Effective Date, this Assignment will be integrated into and made a part of the Subleases. Except as otherwise provided herein, all other terms and conditions of the Subleases, as hereby amended, shall remain unchanged and in full force and effect. After the Effective Date, in the event of any conflict between this Assignment and the Subleases, the terms and conditions of this Assignment shall prevail. Capitalized terms used but not defined in this Assignment shall have the meanings given them in the Subleases.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the dates noted below.

Assignor:

FORGENT NETWORKS, INC.,
a Delaware corporation
d/b/a Asure Software, Inc.

Date	By: /s/ Name Title

Assignee:

WB ONE & TWO, LTD.,
a Texas limited partnership

By: WB ONE & TWO GENERAL PARTNER, INC.,
a Texas corporation
its general partner

Date	By: /s/ Name Title

Exhibit "C"

Subtenant Estoppel Certificate

________________________, 200__

WB One & Two, Ltd.

____
____
____

Re: Subtenant: ______________________________
Mailing Address: ______________________________
Subleased Area: __________________square feet

Gentlemen:

WB One & Two, Ltd., a Texas limited partnership ("WB") is the owner of (the "Building"), which Building has been leased to Forgent Networks ("Forgent"). WB intends to take assignment of all of Forgent's subleases at the Building, which shall include the Subleased Area which the undersigned presently occupies under a Sublease [describe Sublease and any amendments] with Forgent, a true and complete copy of which is attached hereto (the "Sublease") between the undersigned (the "Subtenant") and Forgent (the "Sublandlord").

Incident to WB's assumption of the Sublease, and as required pursuant to your Sublease, WB requires that Subtenant certify as follows:

1. Subtenant is, as of the date of this letter, the holder of the Subtenant's interest under the Sublease, and the Sublease has not been modified, amended or supplemented in any manner except for:

   (none if blank) .   .

2. The term of the Sublease commenced on _________________and is presently scheduled to expire on ____________________. Subtenant has ___ renewal or extension options of _____ years, each, pursuant to paragraph ___ of the Sublease. Except as expressly provided in Paragraph ____ of the Sublease or an amendment or supplement to the Sublease described in paragraph 1 above and attached hereto, Subtenant does not have any right to renew or extend the term of the Sublease, any option to expand the Subleased Area, any rights of first refusal or first offer for other space in the building of which the Subleased Area is a part, any option or preferential rights to purchase all or any part of the Subleased Area or all or any part of the building of which the Subleased Area are a part, nor any right, title or interest with respect to the Subleased Area other than as Subtenant under the Sublease. If there are any rights of extension or renewal remaining under the terms of the Sublease, the same have not, as of the date of this letter, been exercised.

3. All space and improvements subleased by Subtenant pursuant to the Sublease have been completed and furnished in accordance with the provisions of the Sublease, and Subtenant has accepted and taken possession of the Subleased Area or the work listed on Exhibit A, attached hereto, has yet to be completed. The only unresolved punchlist items provided to Landlord pursuant to the Sublease that remain unresolved are listed on Exhibit A, attached hereto.

4. All of the obligations on the part of the Landlord under the Sublease for the performance of any work or installation of tenant improvements have been carried out, and, except for the listed punchlist items on Exhibit A, attached hereto, the undersigned has no claim against the Landlord for the incomplete performance of any work or installation, or on account of any claimed defect therein.

5. Subtenant is in occupancy of all the Subleased Area and is actively conducting its business therein, which business is the use stipulated as the use of the Subleased Area by the Sublease under the terms thereof and the Sublease is in full force and effect.

6. Subtenant is not in any respect in default of the Sublease and no event or circumstance exists which with the passage of time or giving of notice will result in a default. Landlord is not in default in the performance by Landlord of its obligations under the Sublease, and no event or circumstance exists which with the passage of time or giving of notice will result in a default.

7. Subtenant has not assigned, transferred or hypothecated its interest under the Sublease or sublet or licensed any portion of the Subleased Area.

8. Subtenant is current in payment of all fixed rent and other charges due to be paid under the Sublease, with base rent paid, in full for the period ending ___________, 200__. The current base rent is $_______________ per month and the current monthly estimated common area charges paid by Subtenant are $_________. No rent or other sum payable under the Sublease is being paid in arrears.

   No rent or other sum payable under the Sublease has been paid in advance of the due date thereof.

   There are no caps or limitations on the amount of Subtenant's share of common area or other pro rata costs and expenses, except as expressly set forth in Paragraph _ of the Sublease.

9. A security deposit of $_____________ has been paid in connection with the Sublease.

Subtenant acknowledges that Prudential will be relying upon this letter in proceeding with the investment and acquisition as described above.

Very truly yours,

By:
Its:

Exhibit "D"

Furniture, Fixtures and Equipment
to be Conveyed to Landlord

- All Furniture, Fixtures and Equipment that is normally in the following locations:
    - Common area lobbies in Wild Basin One,
    - Common area lobbies in Wild Basin Two,
    - The Auditorium,
    - The Fortune 500 Room,
    - Conference 1,
    - Conference Room 2,
    - Conference Room 3

Exhibit "E"

Operating Expense Invoice

$19,254.76

EXHIBIT “F”

TENANT’S RETAINED FURNITURE, FIXTURES, AND EQUIPMENT

All furniture, fixtures and equipment owned by Tenant and not included in Exhibit “D”, including but not limited to any and all network and telecom equipment and infrastructure.

<u>**EXHIBIT "G"**</u>

Receivables

		AR Balances
AUSTIN DIGITAL PRINTING	$	264.30
CAMPUS ADVANTAGE	$	1,053.36
POINTSERVE	$	1,155.53
SUNTURN	$	270.54
LEGIANT	$	57.61
TEXAS INSTRUMENTS	$	14,056.30
SEMPEREX, LLC	$	5.75
VIXS SYSTEMS, INC.	$	673.49
	$	17,536.88

Exhibit "B"

Assignment And Assumption of Sublease

This **ASSIGNMENT AND ASSUMPTION OF SUBLEASE** (this "Assignment") is made by and between **FORGENT NETWORKS, INC.**, a Delaware corporation ("Assignor") and **WB ONE & TWO, LTD.**, a Texas limited partnership ("Assignee"), with reference to the following facts and objectives:

RECITALS

WHEREAS, Assignor and the subtenants listed on the attached Exhibit "A" (collectively, the "Subtenants") have entered into a certain sublease agreements (the "Subleases"), in which

Assignor subleased to Subtenants, certain premises located at Wild Basin One and Two located on that certain real property referred to as Lots One (1) and Two (2), WILD BASIN POINT, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 86, Pages 96B-96C of the Plat Records of Travis County, Texas commonly known as 110 and 108 Wild Basin Road, Austin Texas 78746 (collectively, the " Subleased Premises"); and

WHEREAS, Assignor hereby desires to assign, and Assignee hereby desires to assume the Subleases.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Effective Date:

The effectiveness of this Assignment shall be April 1, 2010 (the "Effective Date").

2. Assignment and Assumption of Sublease:

Effective upon the Effective Date, Assignor sells, assigns, conveys, transfers, sets-over and delivers unto Assignee all of Assignor's right, title and interest in and to the Subleases; and Assignee assumes and agrees to perform all of the covenants, agreements and obligations of Assignor under the Subleases.

3. Indemnity of Assignee.

Assignee hereby agrees to indemnify, hold harmless and defend Assignor from and against any and all third party obligations, liabilities, costs and claims (including reasonable attorney's fees) arising as a result of or with respect to sublandlord's/sublessor's obligations under the Subleases to the extent they are attributable to the period of time from and after the Effective Date.

4. Indemnity of Assignor.

Assignor agrees to indemnify, hold harmless and defend Assignee from and against any and all third party obligations, liabilities, costs and claims (including reasonable attorney's fees) arising as a result of or with respect to sublandlord's/sublessor's obligations under the Subleases to the extent they are attributable to the period of time prior to the Effective Date.

5. Security Deposit:

Pursuant to the terms and conditions of the Subleases, Subtenants have heretofore deposited with Assignor One Hundred Twenty-four Thousand Four Hundred Five and 35/100 Dollars ($124,405.35) to secure the payment and performance obligations of Subtenants under the Subleases (the "Security Deposit"). On the Effective Date, Assignor hereby agrees to pay and assign any and all rights and obligations to the Security Deposit to Assignee, and Assignee hereby acknowledges and accepts such assignment.

6. Integration into Sublease**:**

Upon the Effective Date, this Assignment will be integrated into and made a part of the Subleases. Except as otherwise provided herein, all other terms and conditions of the Subleases, as hereby amended, shall remain unchanged and in full force and effect. After the Effective Date, in the event of any conflict between this Assignment and the Subleases, the terms and conditions of this Assignment shall prevail. Capitalized terms used but not defined in this Assignment shall have the meanings given them in the Subleases.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the dates noted below.

Assignor:

FORGENT NETWORKS, INC.,
a Delaware corporation
d/b/a Asure Software, Inc.

Date: 4-28-2010

By: /s/ Patrick Goepel
Patrick Goepel
CEO

Assignee:

WB ONE & TWO, LTD.,
a Texas limited partnership

By: WB ONE & TWO GENERAL PARTNER, INC.,
a Texas corporation
its general partner

Date

By: /s/Richard Anderson
Richard Anderson
Title: