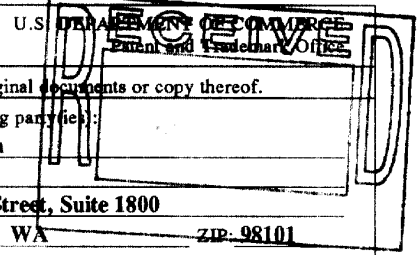


07-08-1998

Form PTO-1501 (Rev. 6-93) **MD 7-1-98** R



To the Honorable Commissione

100756162

ed original documents or copy thereof.

1. Name of conveying party(ies):
Ketiv Technologies, Incorporated

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: **Oregon**
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: **Visio Corporation**
Internal Address: _____
Street Address: **520 Pike Street, Suite 1800**
City: **Seattle** State: **WA** ZIP: **98101**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Washington**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **June 2, 1998**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/413,598

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Heidi L. Sachs**
Internal Address: **Perkins Coie**

Street Address: **1201 Third Avenue, 40th Floor**

City: **Seattle** State: **WA** ZIP: **98101**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41): **\$ 40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Heidi L. Sachs *Heidi Sachs* **June 30, 1998**

Name of Person Signing Signature Date

Total number of pages comprising cover sheet, attachments and document: **4**

07/06/1998 SMITH 00000029 75413598

01 FC:481

40.00 DP

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Ketiv Technologies, Incorporated, an Oregon corporation, having its principal offices at 6601 N.E. 78th Court, A8, Portland, Oregon 97218 ("Ketiv") has been using the trademarks "ARCHT," "BLOCKS & MATERIALS" and "JUST TEXTURES for certain software products and is the owner of U.S. Trademark Application Serial No. 75/413,598 for the mark "ARCHT" (collectively, the "Trademarks").

WHEREAS, Visio Corporation, a Washington corporation, having its principal offices at 520 Pike Street, Suite 1800, Seattle, WA 98101 ("Visio"), is desirous of acquiring from Ketiv the Trademarks;

NOW, THEREFORE, for sufficient, good and valuable consideration, the receipt of which is hereby acknowledged, Ketiv hereby does sell, assign and transfer to Visio, on a worldwide basis, all right, title, and interest in, to and under the Trademarks, arising under the laws of any nation, state or jurisdiction, together with all goodwill appurtenant thereto, U.S. Trademark Application Serial No. 75/413,598 for the mark "ARCHT," and together with the right to bring actions and to recover damages for any past infringement of the Trademarks.

Ketiv will cooperate and assist Visio and take such reasonable action as Visio may request to effect, evidence, record or perfect the sale, assignment, transfer and recordation of the rights described herein or in connection with Visio's prosecution of any applications for trademark registration associated with the rights being assigned hereunder, including without limitation, the execution and authorization of filing of transfer documents.

SIGNED this 21st day of June, 1998

Ketiv Technologies, Incorporated

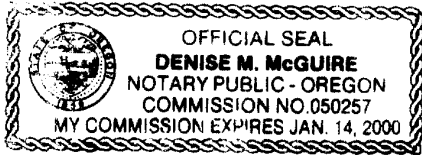
By: 
Its: CEO/Chairman

By: Bart Speagle
Its: President

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this 2nd day of June, 1998, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Robert Preston Palocco the person who signed as CEO + Chairman of Ketiv Technologies, Incorporated, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified, and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



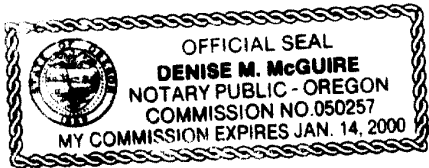
Denise M. McGuire
(Signature of Notary)
Denise M. McGuire
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Oregon, residing at Portland, Oregon
My Appointment Expires: 1-14-2000

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this 2nd day of June, 1998, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Bart Speagle, the person who signed as President of Ketiv Technologies, Incorporated, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified, and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Denise M. McGuire
(Signature of Notary)

Denise M. McGuire
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Oregon, residing at Portland, Oregon
My Appointment Expires: 1-14-2000