

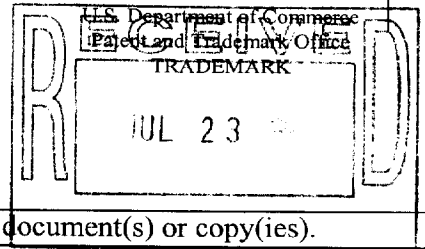
7/23/98

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

01-05-1999



RE 100870726 ET  
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger
  - Change of Name
  - Other
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name   
Formerly

Execution Date  
Month Day Year

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name   
 DBA/AKA/TA   
 Composed of   
 Address (line 1)   
 Address (line 2)   
 Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027. Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1787 FRAME: 0773

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trade Application Number(s)**

**Registration Number(s)**

<input type="text" value="XXX"/>	<input type="text" value="XXX"/>	<input type="text" value="XXX"/>	<input type="text" value="1,836,020"/>	<input type="text" value="XXX"/>	<input type="text" value="XXX"/>
<input type="text" value="XXX"/>	<input type="text" value="XXX"/>	<input type="text" value="XXX"/>	<input type="text" value="XXX"/>	<input type="text" value="XXX"/>	<input type="text" value="XXX"/>
<input type="text" value="XXX"/>	<input type="text" value="XXX"/>	<input type="text" value="XXX"/>	<input type="text" value="XXX"/>	<input type="text" value="XXX"/>	<input type="text" value="XXX"/>

**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$

**Method of Payment:** Enclosed  Deposit Account

**Deposit Account**

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

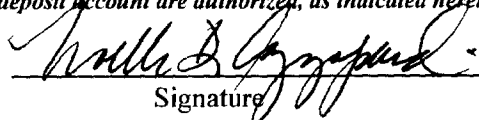
No

**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. Charges to deposit account are authorized, as indicated herein.

Noelle D. Azzopardi

Name of Person Signing



Signature

7/20/98

Date Signed

## ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is effective as of May \_\_\_\_\_, 1998 (the "Effective Date"), by and between Luminate Software Corporation, a California corporation, having its principal offices in Redwood City, California ("Luminate") and Lamb and Company, Inc., a Minnesota corporation, having its principal offices in Minneapolis, Minnesota ("Lamb").

### RECITALS

A. Since at least as early as \_\_\_\_\_, Lamb has used the mark ILLUMINATE in connection with computer software and is the owner of the United States Trademark Registration No. 1,836,020 for "computer programs for use in the field of information management" (the ILLUMINATE Mark).

B. Luminate filed an application with the United States Patent and Trademark Office for the mark LUMINATE, Serial No. 75/200596, on November 19, 1996. On July 3, 1997, Luminate received an Office Action citing the ILLUMINATE Registration as a bar to registration of its mark.

C. On January 5, 1998, Luminate filed a cancellation action against the ILLUMINATE registration, based upon the belief that Lamb had abandoned its rights in the ILLUMINATE Mark.

D. Lamb has not abandoned its ILLUMINATE registration with an intent to cease use of the ILLUMINATE Mark.

E. Luminate desires to acquire rights in the ILLUMINATE Mark, together with the goodwill associated with such mark, and Lamb is willing to assign its rights in the ILLUMINATE Mark to Luminate under the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties agree:

### AGREEMENT

#### 1. ASSIGNMENT

Lamb assigns to Luminate all of Lamb's rights, title, and interest in the United States and throughout the world in and to the ILLUMINATE Mark, together with the goodwill of the business symbolized by the ILLUMINATE Mark and any and all applications for and registrations of the ILLUMINATE Mark. Lamb will execute the Trademark Assignment attached to this Agreement as Exhibit 1 (the "Trademark Assignment").

2. DISMISSAL OF CANCELLATION ACTION

Within 15 days after the Effective Date of this Agreement, Luminate will abandon the Cancellation Action. Lamb will provide such assistance and cooperation as Luminate may reasonably request in order to register the mark LUMINATE and to enforce Luminate's rights in and to the ILLUMINATE Mark, including without limitation by signing such documents as may be requested by Luminate.

3. PAYMENTS

Within 5 business days after the Effective Date, Luminate will pay to Lamb the sum of \$4,000.

4. REPRESENTATIONS BY LAMB

a. Lamb represents and warrants that: The ILLUMINATE Registration is valid and Lamb has not taken any actions which would affect the validity of the ILLUMINATE Mark.

b. Lamb agrees not to make any use of the ILLUMINATE Mark or any mark substantially similar thereto.

c. Lamb has the full right and authority to make and perform this Agreement and to grant the rights granted in this Agreement and; that it has not previously sold, assigned, transferred, conveyed, or otherwise disposed of its right, title, or interest, or any portion of its right, title or interest in the ILLUMINATE Mark.

5. CONFIDENTIALITY

The parties will not disclose any of the terms of this Agreement, directly or through any agent, representative or anyone else acting on the party's behalf, to any third party without the prior written consent of the other party to this Agreement, except as required by law. The parties will take steps to safeguard the confidentiality of this Agreement and ensure that copies of the Agreement do not become accessible to anyone other than the party's employees and attorneys representing the parties in connection with this Agreement.

6. ENTIRE AGREEMENT

This Agreement and the Trademark Assignment attached hereto as Exhibit 1 together represent the entire agreement between the parties regarding the ILLUMINATE Mark. No waiver, modification, variation or amendment of any term or condition of this Agreement shall be effective unless it is memorialized in a writing signed by authorized representatives of both parties hereto.

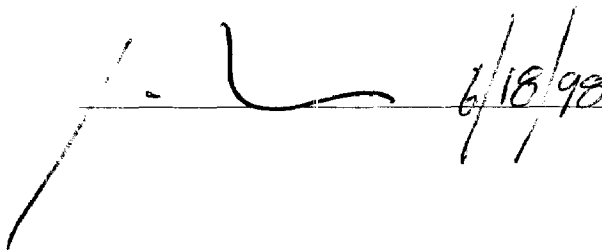
7. EFFECT AND INTERPRETATION OF AGREEMENT

This Agreement shall extend to, inure to the benefit of, and be binding upon the parties hereto, and their respective directors, officers, partners, proprietors, agents, subsidiaries, predecessors, assigns and successors. This Agreement shall be interpreted and enforced in accordance with California law applicable to contracts made and performed in California by California residents.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LAMB AND COMPANY, INC.

LUMINATE SOFTWARE CORP.

 6/18/98

