

01-28-1999



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THE UNITED STATES DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

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COMM. AND

RECORDATION FORM COVER SHEET FOR TRADEMARKS

10-13-98 Corrective

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

MRD 10-13-98

Please record the attached documents.

1. Conveying party:
ON Technology Corporation, a
Delaware Corporation,
One Cambridge Center, Cambridge,
MA 02142.

2. Receiving Party:
Elron Software, Inc., a Delaware
Corporation,
One Cambridge Center, Cambridge,
MA 02142.

3. Nature of Conveyance: "Other": Incorrect number on previous cover sheet.

4. Application Number(s) or Registration Number(s)

Mark	Serial No.(s)	Registration No.(s)
BULLETPROOF	75/261199	

Additional numbers attached? [...]Yes [X]No

5. Name and address of party to whom correspondence should be mailed:

William F. Swiggart
Law Offices
One Cambridge Center
Cambridge, MA 02142-1604
Telephone: 617/868-8867

YDE
NOSPCC
FLL

6. Total of applications and registrations: 1

7. Total fee enclosed: \$40

8. Statement and Signature:

To the best of my knowledge and belief, the foregoing instrument is true and correct, and any attached copy is a true copy of the original document:

William F. Swiggart

Date: October 7, 1998

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FC:401

ASSIGNMENT OF TRADEMARKS

AGREEMENT made this 11th day of February, 1998 by and between ON Technology Corporation, a Delaware corporation with a principal place of business at One Cambridge Center, Cambridge, Massachusetts 02142 ("Assignor"), and Elron Software, Inc., a Delaware corporation with a principal place of business at One Cambridge Center, Cambridge, Massachusetts 02142 ("Assignee").

WHEREAS, Assignor has applied for and/or obtained the trademark registration relating to the Trademarks listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks, all registrations and applications pertaining thereto, and the goodwill associated with the Trademarks;

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

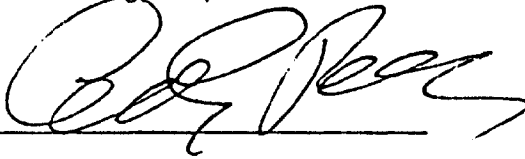
1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademarks, including without limitation the trademark registrations and applications listed on Schedule A hereto, together with the goodwill associated with the Trademarks.
2. Registration. Assignor hereby authorizes the state and federal agencies and foreign jurisdictions to which Assignor has applied for registration of the Trademarks (as specified on Schedule A hereto) to issue all registrations pertaining to such applications in the name of Assignee or as Assignee may otherwise direct.
3. Cooperation by Assignor. Upon Assignee's request, Assignor and its officers, representatives and successors shall perform all acts reasonably necessary to ensure the full and complete enjoyment by Assignee of all right, title and interest in and to the Trademarks, including without limitation the execution, delivery, filing and recording, at Assignor's expense, of such further assignments, certificates, applications, instruments and other documents as may be requested by Assignee.

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date indicated above.

ASSIGNOR:

ON Technology Corporation

By:



ASSIGNEE:

Elron Software, Inc.

By:



Commonwealth of Massachusetts)
) ss.
County of Suffolk)

Before me personally appeared CHRISTOPHER RISUD the DIRECTOR
of ON Technology Corporation, who signed the foregoing instrument in my presence as
his/her free act and deed and the free act and deed of said corporation.

[Signature]
Notary Public

My Commission Expires:

July 16, 2007

Commonwealth of Massachusetts)
) ss.
County of Suffolk)

Before me personally appeared Jacov Ben-zui, the President
of Elron Software, Inc., who signed the foregoing instrument in my presence as his/her
free act and deed and the free act and deed of said corporation.

[Signature]
Notary Public

My Commission Expires:

July 16, 2007

Schedule A

Intellectual Property

Jurisdiction	Trademark or Trademark Application
US	EDITOR'S CHOICE
US	ON GUARD
US	VIRUS TRACK
US	INTERNET MANAGER
US	IP TRACK
US	BULLETPROOF
US	FIREDRILL
US	SMARTLIST
US	SOFTRACK
US	JOHN T. McCANN'S SOFTRACK
AUSTRALIA	SOFTRACK
AUSTRALIA	ON GUARD
CANADA	SOFTRACK
CANADA	ON GUARD
EC	SOFTRACK
EC	ON GUARD
JAPAN	SOFTRACK
JAPAN	ON GUARD
NEW ZEALAND	SOFTRACK