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Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

MRD
7-23-98

100919039

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type <input type="checkbox"/> New <input checked="" type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text" value="100775702"/> <input type="checkbox"/> Correction of PTO Error Reel # <input type="text" value="XXX"/> Frame # <input type="text" value="XXX"/> <input type="checkbox"/> Corrective Document Reel # <input type="text" value="XXX"/> Frame # <input type="text" value="XXX"/>	Conveyance Type <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment <input type="checkbox"/> Merger Effective Date Month Day Year <input type="text" value="May 1998"/> <input type="checkbox"/> Change of Name <input type="checkbox"/> Other <input type="text"/>
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Conveying Party Mark if additional names of conveying parties attached

Name Execution Date
 Month Day Year

 Formerly

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
 Corporation Association
 Other
 Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

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

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TRADEMARK
REEL: 1815 FRAME: 0828

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name	XXX
Address (line 1)	XXX
Address (line 2)	XXX
Address (line 3)	XXX
Address (line 4)	XXX

Correspondent Name and Address

Area Code and Telephone Number

(650) 494-0600

Name	R.J. Heher, Esq.
Address (line 1)	FENWICK & WEST LLP
Address (line 2)	Two Palo Alto Square, Suite 800
Address (line 3)	Palo Alto, CA 94306
Address (line 4)	XXX

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

4

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)		
XXX			1,836,020		
XXX			XXX		

Number of Properties Enter the total number of properties involved.

01

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

\$ \$40.00

Method of Payment: Enclosed Deposit Account X

Deposit Account

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

Deposit Account Number:

50-0261

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.

Susan M. Marsh

Name of Person Signing

Susan M. Marsh

Signature

December 30, 1998

Date Signed

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is effective as of May _____, 1998 (the "Effective Date"), by and between Luminato Software Corporation, a California corporation, having its principal offices in Redwood City, California ("Luminato") 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. Luminato 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, Luminato received an Office Action citing the ILLUMINATE Registration as a bar to registration of its mark.

C. On January 5, 1998, Luminato 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. Luminato 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 Luminato 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 Luminato 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.

ASSIGNMENT OF TRADEMARK

WHEREAS, Lamb and Company, Inc. ("Assignor"), a Minnesota corporation having a principal place of business at 650 Third Avenue South, Minneapolis, Minnesota, is the record owner of U.S. Trademark Registration No. 1,836,020 (the "Registration") for the mark ILLUMINATE (the "Mark"); and

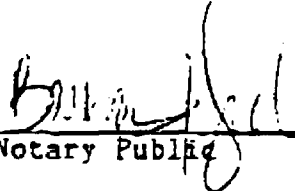
WHEREAS, Luminate Software Corporation ("Assignee"), a California corporation having a principal place of business at 1775 Woodside Road, Redwood City, California, is desirous of acquiring all right, title and interest in and to the Mark and the Registration:

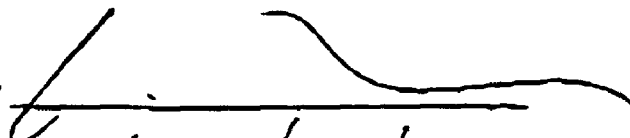
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, the entire right, title and interest in the Mark and the Registration, together with the goodwill and other incidents of Assignor's business associated with or symbolized by the Mark and/or the Registration.

EXECUTED at Minneapolis, Minnesota, on May 14, 1998.

LAMB & COMPANY, INC.

STATE OF MINNESOTA
COUNTY OF HENNEPIN
Subscribed and sworn to before
me this 14th day of May, 1998


Notary Public

By 
Name: Larry Lamb
Title: President

