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A&G 50002.017001

*MD 11-24-98*

To the Commissioner of Patents and Trademarks: Please record the attached ~~original~~ ~~documents~~ ~~or~~ ~~copy~~ ~~thereof~~.

1. Name of the conveying party(ies):

Domus Software Limited

- Individuals
- General Partnership
- Corporation of Canada
- Other: \_\_\_\_\_
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

LGS Group, Inc.  
1155 Metcalfe Street  
Montreal, Province of Quebec, H3B 2V6  
Canada

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: \_\_\_\_\_
- Merger
- Change of Name

Execution Date: August 28, 1998

- Individual(s) citizenship
- General Partnership
- Corporation of Canada
- Other: \_\_\_\_\_
- Association
- Limited Partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached  
 Yes  No  
(Designation must be separate from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark Reg. No.(s)

2,098,742

Additional numbers attached?  Yes  No

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

Name: Thomas C. McDonough  
Address: Altheimer & Gray  
Suite 4000  
10 South Wacker Drive  
Chicago, IL 60606

6. Total number of applications and trademarks involved: 1

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

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 011,156

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.

Thomas C. McDonough  
Name of Person Signing

*Thomas C. McDonough*  
Signature

November 20, 1998  
Date

Total number of pages including cover sheet, attachments, and document: 5

Do not detach this portion

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

Commissioner for 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

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: DOMUS SOFTWARE & Design  
Reg. No.: 2,098,742  
Reg. Date: September 23, 1997  
Docket No.: 50002.017001  
Registrant: LGS Group Inc.

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

Dear Sir:

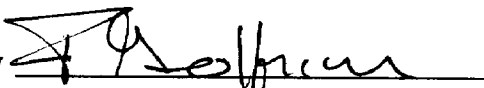
Registrant LGS Group Inc. is the owner of the above-referenced trademark registration by assignment. Alheimer & Gray, whose postal address is 10 South Wacker Drive, Suite 4000, Chicago, Illinois 60606, is hereby designated Registrant's representative upon whom notice or process in proceedings affecting the mark may be served.

Please direct all correspondence to:

Thomas C. McDonough  
Alheimer & Gray  
Suite 4000  
10 South Wacker Drive  
Chicago, Illinois 60606  
312-715-4778.

LGS GROUP INC.

Dated Oct. 9, 1998

By   
Name François Geoffrion  
Title vice-pres. dent

# TRADE-MARK ASSIGNMENT AGREEMENT

**BETWEEN :**

**DOMUS SOFTWARE LIMITED**, having its head office and principal place of business at 309 Cooper Street, Suite 500, Ottawa, Province of Ontario, K2P 0G5;

(hereinafter the "Assignor")

**AND :**

**LGS GROUP INC.**, having its principal place of business at 1155 Metcalfe Street, Montreal, Province of Quebec, H3B 2V6;

(hereinafter the "Assignee")

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WHEREAS the Assignor is recorded in the Register of trade-marks in Canada as being the owner of the trade-marks DOMUS, DOMUS & design and KEEPING/CONTACT (the "Canadian Trade-marks"), respectively registered under Nos. TMA 463,230, TMA 468,056 and TMA 458,713:

WHEREAS the Assignor is recorded in the United States Patent and Trademark Office as being the owner of the trade-marks DOMUS SOFTWARE & design (the "US Trade-marks") registered under No. 2,098,742 (US Trade-marks and Canadian Trade-marks are hereinafter collectively referred to as the "Trade-marks");

WHEREAS the Assignee wishes to acquire and purchase from the Assignor all of the Assignor's rights, title and interest in and to the Trade-marks including the Assignor's rights, title and interest in and to the trade-mark registrations for the Trade-marks and the Assignor agrees to assign the Trade-marks to and in favour of the Assignee;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS :

1. For \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee all the rights, title and interest in and to the Trade-marks listed in Schedule A attached hereto together with all the rights, title and interest in and to the registration relating thereto, including the right to file further applications in any country for the Trade-marks and to receive registrations

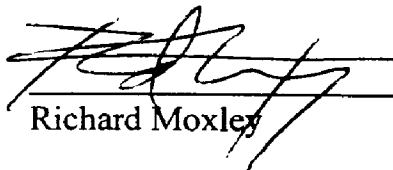
therefor, and also including the rights, title and interest to any goodwill connected with any use of the Trade-marks.

2. The Assignor and the Assignee agree to sign all other documents which may be useful and necessary to give effect to the foregoing or to establish that the Assignor does not have any other right, title and interest in and to the Trade-marks and the registrations thereof.
3. The Assignee accepts said assignment and hereby revokes any and all previous appointments of agent and representative for service in respect of the registration of the Trade-marks and appoints McCarthy Tétrault to the attention of Lonnie Brodtkin-Schneider, 1170 Peel Street, Montreal, Quebec, H3B 4S8, as the firm to whom any notice relating to the Trade-marks may be sent and upon whom service of any proceedings in respect thereof may be made with the same effect as if they had been given to or served upon the Assignee itself.
4. The parties hereto declare that they have requested the present agreement to be drawn up in English. Les parties aux présentes déclarent qu'elles ont exigé que la présente convention soit rédigée en langue anglaise.

SIGNED at Montreal, Quebec, this 28th day of August, 1998.

**DOMUS SOFTWARE LIMITED**

Per :

  
Richard Moxley

SIGNED at Montreal, Quebec, this 28th day of August, 1998

**LGS GROUP INC.**

Per :

  
François Geoffrion

# SCHEDULE A

## CANADA

TRADE-MARK	REGISTRATION NUMBER
DOMUS	TMA 463,230
DOMUS & design	TMA 468,056
KEEPING/CONTACT	TMA 458,713

## UNITED STATES

TRADE-MARK	REGISTRATION NUMBER
DOMUS SOFTWARE & design	2,098,742