

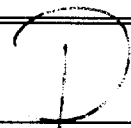
01-15-1999

FORM PTO-15 (Rev. 6-83)

OMB No. 0611-0111 exp. 4-94



SHEET 1



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

100942600

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, DC 20530. Enclosed original documents or copy the proof.

1 Name of conveying party(ies):
 SILVON SOFTWARE, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - Illinois
 Other _____

2. Name and address of receiving party(ies):
 Name: MORTICE KERN SYSTEMS INC.
 Internal Address:
 Street Address: 185 Columbia Street West
 City: Waterloo State: Ontario ZIP: N2L 5Z5

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - Ontario
 Other _____

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

3. Nature of conveyance: **MRO 1-11-99**

Assignment Merger
 Security Agreement Change of Name
 Other _____

If assignee is not domiciled in the United States, domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

Execution Date: July 29, 1998

4. Application number(s) or trademark number(s):
 A. Trademark Application No.(s):
 4/524.708

B. Trademark No.(s):
 1,674,127; 1,797,671; 1,745,627; 1,587,499; 1,799,204

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **D. Michael Bean**
 Internal Address: **GOWLING, STRATHY & HENDERSON**
 Street Address: **50 Queen Street North
 Suite 1020
 Kitchener, Ontario
 Canada N2H 6M2**

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

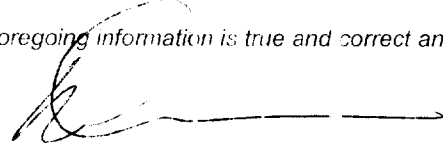
7. Total fee (37 CFR 3.41) **\$165.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **07-1750**

01/15/1999 SBURNS 00000061 071750 74524708
 01 FC:481 40.00 CH
 02 FC:482 125.00 CH

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.

D. Michael Bean
 Name of Person Signing  July 29, 1998
 Signature Date

Total number of pages comprising cover sheet: 1

TRADEMARK REEL: 1840 FRAME: 0445

Trademarks: See attached Schedule "A"
Registration/Application Nos.: See attached Schedule "A"
Registration/Filing Dates: See attached Schedule "A"
Registrant: Mortice Kern Systems Inc.

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

Dear Sir,

REVOCATION OF POWER OF ATTORNEY AND
APPOINTMENT OF NEW POWER OF ATTORNEY

The Applicant hereby revokes all previous appointments and hereby appoints

D. MICHAEL BEAN
ARNE I. FORS, Registration No. 20,775
D DOAK HORNE, Registration No. 33,105
ROBERT P STRATTON, Registration No 35,765

as its attorney, with full power of substitution and revocation, to transact all business in the Patent and Trademark Office in connection with the registrations set out in Schedule "A" hereto. All correspondence in connection with these registrations should be sent to Gowling, Strathy & Henderson, Suite 1020, 50 Queen Street North, Kitchener, Ontario Canada, N2H 6M2, to the attention of D. Michael Bean.

DOMESTIC REPRESENTATIVE

Applicant hereby revokes all previous appointments and hereby appoints DEBORAH PECKHAM, c/o Testa, Hurwitz & Thibault, High Street Tower, 125 High Street, Boston, Massachusetts, 01110 as its domestic representative upon whom notices or processes in proceedings affecting the mark may be served.

EXECUTED at Waterloo, this 8th day of January, 1999.

MORTICE KERN SYSTEMS INC.

Per

Name:

William E. Skowron
William Skowron

Title

VP, Product Management

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** is made and entered into this 29th day of July, 1998, by and between Silvon Software, Inc., an Illinois corporation ("Assignor") and Mortice Kern Systems Inc., a corporation organized under the laws of the Province of Ontario ("Assignee"). Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Asset Purchase Agreement (defined below).

WHEREAS, pursuant to an Asset Purchase Agreement dated as of July 27, 1998 (the "Asset Purchase Agreement") by and among Assignor and Assignee, Assignee is purchasing from Assignor and Assignor is selling to Assignee certain Proprietary Rights including the foreign and U.S. trademarks, trademark registrations and applications for trademark registration listed in Schedule 1 attached hereto (the "Trademarks");

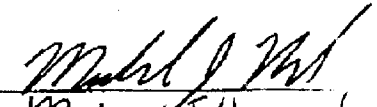
WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Trademarks and Assignee desires to acquire the same;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to execute and deliver such other documents and to take such other actions as may be necessary or desirable to consummate or implement the transactions contemplated by the Asset Purchase Agreement and to vest in Assignee good and marketable title to the assets transferred pursuant to the Asset Purchase Agreement, said assets including the Trademarks;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks have been used or are intended to be used, and all claims, if any, which may have arisen thereunder prior to the date of this Agreement.

IN WITNESS WHEREOF, Assignor has caused this document to be executed by its authorized officer this 29th day of July, 1998.

SILVON SOFTWARE, INC.

By 
Name: Michael J. Silberman
Title: President

[NOTARY JURAT APPEARS ON NEXT PAGE]

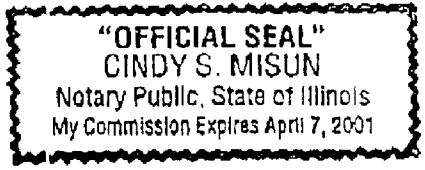
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

On _____, 1998, before me Cindy S Misun
(name, title of officer, e.g., "Jane Doe, Notary Public")

personally appeared Michael J Herchel
(name(s) of signer(s))

- personally known to me - OR -
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity/ies, and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

Witness my hand and official seal.



Cindy S Misun
(Signature of Notary)

Schedule I to the Assignment of Trademarks

See the attached list.

SCHEDULE "A"

Trade-mark	Registration No.	Registration Date
INTEROPEN	1,756,592	March 9, 1993
INTEROPEN & Design	1,756,593	March 9, 1993
MKS	1,764,167	April 13, 1993
MKS TOOLKIT	1,764,169	April 13, 1993
AS/VU	1,674,127	February 4, 1992
DESIGNTRACKER	1,797,671	October 12, 1993
IMPLEMENTER	1,745,627	January 12, 1993
NEWVERSION	1,587,499	March 20, 1990
SUPPORTCENTER	1,799,204	October 19, 1993

Trade-mark	Application No.	Filing Date
SDM	74/524,708	May 16, 1994

SILICON SOFTWARE, INC.
 TRADEMARK/COUNTRY REPORT
 REPORT DATE 04/16/98
 PREPARED BY BAKER & MCKENZIE

TRADEMARK	COUNTRY	CLASS	STATUS	REG. NO.	REG. DATE	APPLN. NO.	APPLM. DATE	RENEWAL DUE	CASE NO
AS/VS	United States	009	Registered	1674127	02/04/92	74/173883	06/07/91	02/04/02	970698
DATAFLOW	United States	9	Registered	1675022	06/21/06	74/695097	04/20/95	05/21/05	953342
DISCOVER	United States	9	Pending			75/441100	03/20/06		960770
DISCOVER	United States	9	Pending			75/457201	00/14/07		971651
DISCOVER	United States	9	Pending			75/459130	00/10/97		971652
DESIGNTRACKER	United States	009	Registered	1797671	10/12/93	74/359583	02/16/93	10/12/03	UTR009-1
IMPLEMENTER	Australia	9	Pending			599366	03/30/93		930358
IMPLEMENTER	Canada	000	Registered	414036	06/25/93	699480	03/02/93	06/25/06	IMP000-1
IMPLEMENTER	Germany	9	Registered	2084168	03/16/92	M71927/94Z	03/16/92	03/16/02	920369
IMPLEMENTER	Japan	011	Registered	2681295	06/29/94	HE14-20480	02/28/92	06/29/04	IMP011-1
IMPLEMENTER	United States	MCK	Registered	1745627	01/12/93	74/253739	03/09/92	01/12/03	920372
IMPLEMENTER	United States	9	Pending			75/304935	05/05/97		971930
IMPLEMENTER	United States	9	Pending			75/314810	05/05/97		971931
NEWVERSION	United States	009	Registered	1587499	03/20/90	74/765733	11/25/88	03/20/00	950385
OPERATION	United States	9	Registered	1946670	07/23/96	74/220090	07/31/95	07/23/06	953105
OPERATION	United States	9	Pending			75/208491	05/05/97		971030
OPERATION	United States	9	Registered	596661	04/04/93	699604	04/04/93	04/04/03	930959
OPERATION	United States	9	Registered	967616030	07/16/96	96/646030	03/15/96	03/15/06	960484
OPERATION	Germany	9	Registered	20614011	03/21/96	19614011	03/21/96	03/21/06	950425
OPERATION	United States	009	Registered	1580665	03/27/90	74/628662	04/10/88	03/27/00	950001
OPERATION	United States	9	Registered	1900541	07/02/96	84/400001	04/22/95	07/02/06	953100
SDM	United Kingdom	9	Registered	2015724	04/06/96	2015724	04/06/95	04/06/05	950881
adm	United States		Pending			74/526708	05/16/94		971754
SILICON	United States	9	Registered	1680605	04/01/94	500605	04/01/93	04/01/00	930450
SILICON	Brazil	009	Registered	016529262	03/03/92	016529262	03/03/92	03/03/00	950002
SILICON	Brazil	016	Registered	016529214	05/00/93	016529214	11/25/91	09/08/03	950013
SILICON	Canada	000	Registered	172174	03/06/97	807953	03/02/96	03/06/10	960416
SILICON	France	9	Registered	95753040	05/31/95	95/533810	05/31/95	05/31/05	950452
SILICON	Germany	9	Registered	3063346	03/11/96	10533463	05/07/96	06/03/06	951153
SILICON	Switzerland	9	Pending			84466-6	05/10/96		960419
SILICON	Hong Kong	9	Registered	704193	03/01/96	1408101	04/01/96	03/01/03	950420

SILVON SOFTWARE, INC.
 TRADEMARK/COUNTRY REPORT
 REPORT DATE 04/16/98
 PREPARED BY BAKER & MCKENZIE

TRADEMARK	COUNTRY	CLASS	STATUS	REG. NO.	REG. DATE	APPL. NO.	APPL. DATE	RENEWAL DUE	CASE NO.
SILVON	Singapore	9	Pending	118796	04/06/96	198101	09/04/96	09/04/05	060422
SILVON	Spain	9	Registered	182182	08/04/95	198101	09/04/96	09/04/05	951154
SILVON	Ireland	9	Registered	59905	04/09/96	305814	04/09/96	04/09/05	960903
SILVON	United Kingdom	9,16	Registered	202726	07/18/95	202726	07/18/95	07/18/05	951151
SILVON	United States	009	Registered	1642101	07/18/89	74215314	11/25/90	07/18/00	SILVON001
SILVON	Venezuela	9	Pending	119196	03/28/96	119196	03/28/96		060430
SUPPORTCENTER	United States	009	Registered	1799204	10/19/93	74359184	02/16/93	10/19/93	SC7009-1

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SILVON SOFTWARE, INC.
TRADEMARK/COUNTRY REPORT
REPORT DATE 04/16/98
PREPARED BY BAKER & MCKENZIE

TRADEMARK	COUNTRY	CLASS	STATUS	REG. NO.	REG. DATE	APPLN. NO.	APPLN. DATE	RENEWAL DUE	CASE NO
AS/VU	United States	009	Registered	1674127	02/04/92	74/173683	05/07/91	07/04/02	970598

SILVON SOFTWARE, INC.
 TRADEMARK/COUNTRY REPORT
 REPORT DATE 04/16/98
 PREPARED BY PAKER & MCKENZIE

TRADEMARK	COUNTRY	CLASS	STATUS	REG. NO.	REG. DATE	APPLN. NO.	APPLN. DATE	RENEWAL DATE	CASE NO.
DESIGNTRACKER	United States	009	Registered	1797671	10/12/93	74/359583	02/16/93	10/12/03	DTR009-3

SILVON SOFTWARE, INC
TRADEMARK/COUNTRY REPORT
REPORT DATE 04/16/98
PREPARED BY BAKER & MCKENZIE

CASE NO

RENEWAL DUE

APPLD. DATE

APPLN. NO.

REG. DATE

REG. NO.

STATUS

CLASS

COUNTRY

TRADEMPK

950385

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74/765733

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1587499

Registered

009

United States

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TRADEMARK
REEL: 1840 FRAME: 0455

SILVON SOFTWARE, INC.
 TRADEMARK/COUNTRY REPORT
 REPORT DATE 04/16/98
 PREPARED BY BAKER & MCKENZIE

TRADEMARK	COUNTRY	CLASS	STATUS	REG. NO.	REG. DATE	APPL. NO.	APPL. DATE	RENEWAL DUE	CASE NO.
SDM	United Kingdom	9	Registered	2016724	04/06/95	2016724	04/06/95	04/06/05	950881
sdm	United States		Pending			74/524709	05/16/94		971754

SILYON SOFTWARE, INC.

TRADEMARK/COUNTRY REPORT

REPORT DATE 04/16/98

PREPARED BY BAKER & MCKENZIE

CASE NO

RENEWAL DUE

APPLN. DATE

APPLN. NO.

REG. DATE

REG. NO.

STATUS

CLASS

COUNTRY

TRADEMARK

TRADEMARK	COUNTRY	CLASS	STATUS	REG. NO.	REG. DATE	APPLN. NO.	APPLN. DATE	RENEWAL DUE	CASE NO
IMPLEMENTER	Australia	9	Pending			599366	03/30/93		930350
IMPLEMENTER	Canada	000	Registered	414036	06/25/93	699480	03/02/93	06/25/08	IMP000-1
IMPLEMENTER	Germany	9	Registered	2084168	03/16/92	N71927/9WZ	03/16/92	03/16/02	920369
IMPLEMENTER	Japan	011	Registered	2681295	06/29/94	HEI4-20480	02/28/92	06/29/04	IMP011-1
IMPLEMENTER	United States	MCR	Registered	1745627	01/12/93	74/253739	03/09/92	01/12/03	920372

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SILVER SOFTWARE, INC.
TRADEMARK/COUNTRY REPORT
REPORT DATE 04/16/98
PREPARED BY BAKER & MCKENZIE

TRADEMARK	COUNTRY	CLASS	STATUS	REG. NO.	REG. DATE	APPL. NO.	APPL. DATE	RENEWAL DUE	CASE NO
SUPPORTCENTER	United States	009	Registered	1799204	10/19/93	74/359184	02/16/93	10/19/03	SCT009-1

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GOWLINGS**BY COURIER**

January 8, 1999

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

Attention: Assignment Division

Dear Sir:

Re: United States Trademark Registrations/Application
Registration/Serial Nos.: See Attached
Registration/Filing Dates: See Attached
Trademark: See Attached
Assignor: Silvion Software, Inc.
Assignee: Mortice Kern Systems Inc.

Assignment

Enclosed is an Assignment in connection with five (5) trademark registrations and one (1) application as set out in the Assignment and Recordation Form Cover Sheet. Please register this Assignment and advise us of the registration details at your earliest convenience.

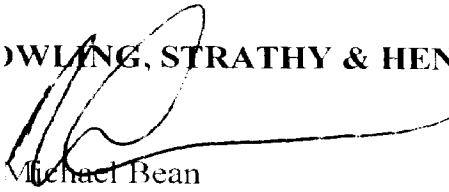
Revocation And Appointment Of Power Of Attorney

Enclosed is a Revocation of Power of Attorney and Appointment of New Power of Attorney which we would ask you to please record against the registrations and application set out therein consisting of the registrations and application effected by the enclosed Assignment as well as four additional trademark registrations.

Please charge our Deposit Account No. 07-1750 in the amount of \$165.00 to cover the assignment registration fee. The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment to Deposit Account No. 07-1750.

Yours very truly,

GOWLING, STRATHY & HENDERSON



D. Michael Bean

DMB:eds

Enclosures