

100985091

MLP
3-8-99

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

- 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 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 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 attached. from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

03 12/1999 DNGUYEN 00000120 75487106

01 FC:481 40.00 OP

02 EC:482 50.00 OP

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 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).

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: 1867 FRAME: 0293

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

Page 1
RECEIVED

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

Domestic Representative Name and Address

1999 MAR -8 PM 1:23

Enter for the first Receiving Party only.

Name **OPR/FINANCE**

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).

Trademark Application Number(s)

Registration Number(s)

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.)

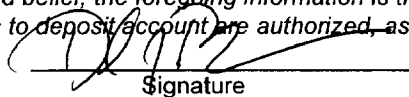
Deposit Account Number: #

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.

Deborah J. Peckham
Name of Person Signing
735128


Signature

March 5, 1999
Date Signed

ASSIGNMENT OF TRADEMARKS

WHEREAS, Precise Software Solutions, Inc., a corporation organized and existing under the laws of the state of Delaware with a principal place of business located at 50 Braintree Hill Office Park, Suite 110, Braintree, Massachusetts 02184-9710 (hereinafter referred to as "Assignor") is the owner of the entire right, title and interest in and to the trademarks identified on Schedule A attached hereto together with the goodwill related thereto (hereinafter collectively referred to as the "Marks"); and

WHEREAS, Precise Software Solutions, Ltd., a corporation organized and existing under the laws of Israel, with a principal place of business at 33 Kaplan Street, Or-Yehuda 60305, Israel (hereinafter referred to as "Assignee") is desirous of acquiring the entire right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been or will be used; and

WHEREAS, Assignor is a wholly-owned subsidiary of Assignee, and as such, Assignee controls the business and the goodwill of the business engaged in by Assignor, and Assignee and Assignor have decided to consolidate the assets and the business relating to the Marks;

NOW THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest of Assignor in and to said Marks, together with the business and goodwill of the business in connection with which the aforesaid Marks have been used and will be used, and all claims, if any, which may have arisen thereunder prior to the date of this instrument.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, by its duly authorized corporate officer all effective this 5th day of February, 1999.

Precise Software Solutions, Inc.



By: Shimon Alon
Title: President and CEO

Schedule A

<u>Marks</u>	<u>Serial Number</u>	<u>Filing Date</u>
PRECISE/PRESTO	75/487,106	May 18, 1998
PRECISE/PULSE!	75//464,331	April 8, 1998
SMARTUNE	75/407,524	December 18, 1997

735192-1