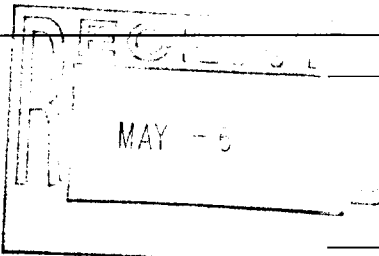


MND
5-5-99



05-25-1999



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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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

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 from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

05/25/1999 DNGUYEN 00000066 012704 1967202

FOR OFFICE USE ONLY

01 FC:481 40.00 CH

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. 20503

REEL: 001900 FRAME: 0763

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,967,202"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Benjamin H. Kaminash

May 5, 1999

Name of Person Signing

Signature

Date Signed

THIS BILL OF SALE

Made in duplicate this 17th day of October, 1996.

B E T W E E N:

XIRIS INC.

whose address is:

5230 South Service Road,
Burlington, Ontario
L7L 5K2

Hereinafter called the "Seller"

- and -

OPTIMAS CORPORATION

whose address is:

18911 North Creek Parkway,
Bothell, WA 98011

Hereinafter called the "Buyer"

WHEREAS the Seller is possessed of the goods hereinafter set forth, and has contracted and agreed with the Buyer for the absolute Sale to him thereof, for the consideration hereinafter mentioned;

NOW THEREFORE THIS BILL OF SALE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of **TWO HUNDRED AND TWENTY-FIVE THOUSAND (\$225,000.00) DOLLARS** of lawful money of the United States, paid by the Buyer to the Seller at or before the sealing and delivery of this Bill of Sale (the receipt whereof is hereby acknowledged), the Seller doth bargain, sell, assign, transfer and set over unto the Buyer **ALL THOSE** goods described as follows:

- (i) the source code and intellectual property rights related to the XCaliper Software, including versions 2.1 and 3.0,

all of which goods are in the possession of the Seller and are located at

5230 South Service Road,
Burlington, Ontario
L7L 5K2

AND all the right, title, interest, property, claim and demand whatsoever of the Seller of, in, to, and out of the same, and every part thereof.

TO HOLD the said goods and all the right, title and interest of the Seller therein and thereto, unto and to the use of the Buyer.

AND the Seller doth hereby covenant, promise and agree with the Buyer in the manner following, that is to say: **THAT** the Seller is now rightfully and absolutely possessed of and entitled to the said goods; **AND** that the Seller now has good right to assign the same unto the Buyer in the manner aforesaid and according to the true intent and meaning of this Bill of Sale; **AND** that the Buyer shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess, and enjoy the said goods to and for his own use and benefit, free and clear and freely and absolutely released and discharged, at the cost of the Seller from all former and other bargains, sales, gifts, grants, charges and

encumbrances whatsoever, and the Seller hereby indemnifies the Buyer with respect thereto:

AND that the Seller and all persons rightfully claiming any estate, right, title or interest in or to the said goods or any of them shall and will from time to time, and at all times hereafter upon every reasonable request and at the cost and charges of the Buyer, make, do and execute, or cause to be made, done and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the said goods unto the Buyer in the manner aforesaid, as by the Buyer or his counsel in the law shall be reasonably advised or required.

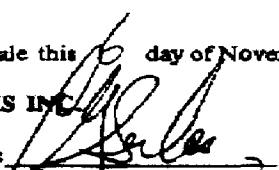
IT IS AGREED that this Bill of Sale and everything herein contained shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns, or successors and assigns, as the case may be, of the parties hereto respectively.

IT IS FURTHER AGREED that wherever the singular and masculine are used throughout this Bill of Sale, they shall be construed as if the plural or feminine or the neuter had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale this 10 day of November, 1996.

SIGNED, SEALED AND DELIVERED
in the Presence of

XIRIS INC.

PER: 
A.S.O.



AFFIDAVIT OF EXECUTION BY INDIVIDUAL

I, MAKE OATH AND SAY:

1. I am a subscribing witness to the attached Bill of Sale and I was present and saw it executed at
on the day of , 199 by

2. I verily believe that each person whose signature I witnessed is the party of the same name referred to in the Bill of Sale.

SWORN before me at the City of
in the Regional Municipality
of
this day of , 199
A Commissioner for Taking Affidavits, etc.

AFFIDAVIT OF EXECUTION BY CORPORATION

I, JAMES CAMPBELL BROWN
of the City of Burlington
in the Regional Municipality of Halton
MAKE OATH AND SAY:

1. I am a subscribing witness to the attached Bill of Sale and I was present and saw it executed at
Burlington, Ontario on the 6th day of November, 1996 on behalf of Xiris Inc.,
by CAMERON SERLES,
the President of the said Corporation.

2. I know the said Cameron Serles and know him to be the President of the said Corporation.

SWORN before me at the City of Burlington
in the Regional Municipality of Halton
this 6 day of November, 1996.
A Commissioner for Taking Affidavits, etc.

[Signature]
JAMES CAMPBELL BROWN

Terry Mounsey, a Commissioner, etc.,
Regional Municipality of Halton
for Lewis, Brown, Searles, Hurdick,
Barristers & Solicitors.
Brought June 25, 1998.