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FORM PTO 1507
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08-02-1999

08-05-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101109035

U.S. Patent & TMO/TM Mail Rcpt Dt. #54 of PATENTS AND TRADEMARKS. Please review the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sterling Software (U.S.A.), Inc.

____ Individual(s) ____ Association
 ____ General Partnership ____ Limited Partnership
 Corporation - California
 ____ Other _____

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

2. Name and address of receiving party(ies):

Name: Sterling Software, Inc.
 Internal Address: Suite 1200
 Street Address: 300 South Crescent Court
 City: Dallas State: TX ZIP: 75201

____ Individual(s) citizenship _____
 ____ Association _____
 ____ Limited Partnership _____
 Corporation - State Delaware
 ____ Other _____

3. Nature of conveyance:

Assignment ____ Merger
 ____ Security Agreement ____ Change of Name
 ____ Other _____

Execution Date: April 15, 1999

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,036,335

Additional numbers attached? Yes No

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

Name: Stanley W. Sokoloff
 Internal Address: BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN
 Street Address: 12400 Wilshire Boulevard
Seventh Floor
 City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Deficiency of fees authorized to be charged to deposit account

8. Deposit account number:
02-2666
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

08/04/1999 MTHA11 00000209 2036335
01 FC:481 (40.00 DP)

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.

Stanley W. Sokoloff
 Name of Person Signing

Stanley W. Sokoloff
 Signature

7/27/99
 Date

Total number of pages comprising cover sheet: _____

Our File No. 81312.G165

ATTACHMENT 1 TO ASSIGNMENT OF TRADEMARKS

REGISTERED
TRADEMARKS AND APPLICATIONS

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration No. (Application No.)</u>	<u>Registration Date</u>	<u>Status</u>
United States	ALEXANDRIA	2,036,335	02.11.97	registered

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated as of April 15, 1999 ("Assignment"), by Sterling Software (U.S.A.), Inc., a California corporation (the "Assignor") in favor of Sterling Software, Inc., a Delaware corporation (the "Assignee").

W I T N E S S E T H

WHEREAS, Spectra Logic Corporation, a Delaware corporation ("Spectra"), pursuant to an Assignment of Trademarks, dated as of April 15, 1999 (the "Spectra Assignment") has assigned to the Assignor, among other things, the trademarks and/or service marks listed on Attachment 1 hereto, which trademarks and/or service marks are registered or have been filed for registration in the United States Patent and Trademark Office, the trademark office of the State of Colorado, and other trademark registries, to the extent indicated on Attachment 1 hereto (the "Registered Trademarks"); and

WHEREAS, in furtherance of the transaction contemplated by the Asset Purchase Agreement, dated as of March 6, 1999, among Spectra, the Assignor, the Assignee, Nathan C. Thompson and Michael J. Sausa, the Assignor wishes to assign to the Assignee the Registered Trademarks.

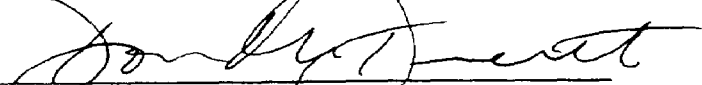
NOW, THEREFORE, the Assignor does hereby assign, transfer, set over, and deliver to the Assignee all of the Assignor's right, title, and interest in and to the Registered Trademarks (including without limitation all of the rights which were assigned to the Assignor pursuant to the Spectra Assignment).

The Assignor further agrees to cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as the Assignee may reasonably request to effectuate fully this Assignment and to permit the Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:


STERLING SOFTWARE (U.S.A.), INC.

By: 
Name: Don J. McDermott, Jr.
Title: Vice President

Acknowledged and Accepted:

ASSIGNEE:

STERLING SOFTWARE, INC.

By: 
Name: Don J. McDermott, Jr.
Title: Senior Vice President
and General Counsel

STATE OF TEXAS)
) SS.
 COUNTY OF DALLAS)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Don J. McDermott, Jr. personally known to me to be the Vice President of Sterling Software (U.S.A.), Inc., a California corporation, appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 15th day of April, 1999.

Linda E. Childress

 Notary Public

My commission expires: 6/17/99

