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10-14-1999

Docket No.:



101170844

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To the Honorable Commissioner of Patents and Trad.

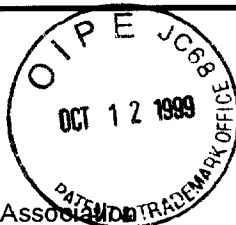
Original documents or copy thereof.

1. Name of conveying party(ies):

SIRSI Corporation

- Individual(s)
- General Partnership
- Corporation-State Alabama
- Other

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



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

Name: SIRSI Corporation

Internal Address:

Street Address: 101 Washington Street, S.E.

City: Huntsville, State: AL ZIP: 35801

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 9/14/99

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

A. Trademark Application No.(s)

( 75/299,240 )

B. Trademark Registration No.(s)

( 2,117,373  
2,162,993 )

Additional numbers attached?  Yes  No

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

Name: Elizabeth Miller Roesel

Internal Address:

Street Address: CROWELL & MORING LLP

1001 Pennsylvania Avenue, N.W.

City: Washington, D.C. State: \_\_\_\_\_ ZIP: 20004

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



7. Total fee (37 CFR 3.41):.....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-3836

DO NOT USE THIS SPACE

10/13/1999 MTHAI1 00000209 75299240

01 FC:481 40.00 OP  
02 FC:482 50.00 OP

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.

Elizabeth Miller Roesel

Name of Person Signing

Elizabeth M Roesel

Signature

Oct. 12, 1999

Date

Total number of pages including cover sheet, attachments, and document: 6

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 14<sup>th</sup> day of September, 1999 ("Effective Date"), by and between SIRSI Corporation, an Alabama corporation, with its principal office at 101 Washington Street SE, Huntsville, AL 35801 ("Assignor"), and SIRSI Corporation, a Delaware corporation, with its principal office at 101 Washington Street SE, Huntsville, AL 35801 ("Assignee").

WHEREAS, Assignor, Assignee, and certain shareholders of Assignor have entered into an Agreement Of Purchase And Sale Of Assets Of SIRSI Corporation dated as of September 10, 1999 relating to the purchase by Assignee of substantially all of the assets of Assignor;

WHEREAS, Assignor is and hereby represents and warrants that it is the sole and exclusive owner of the entire right, title and interest in, to and under those United States and foreign trademarks, trademark registrations and trademark applications identified and set forth on Schedule A (the "Trademarks") respectively; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Trademarks, for the United States and all foreign countries, together with the good will of the business in connection with which the said Trademarks are used, for its

own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby represents and warrants that its right, title and interest in and to the Trademarks set forth on Schedule A are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any of the trademark applications assigned herein; (2) in the prosecution or defense of any opposition, interference, cancellation, infringement or other proceeding that may arise in connection with any of the Trademarks assigned herein, including, but not limited to, testifying as to any facts relating to the trademark rights assigned herein and this Assignment; (3) in obtaining any additional trademark protection that Assignee may deem appropriate which may be secured under the laws now or

hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment in the United States or any other country.

\* \* \* \* \*

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by their undersigned duly authorized officers.

SIRSI CORPORATION,  
an Alabama corporation  
By: [Signature]  
Name: Jacqueline B. Young  
Title: President

SIRSI CORPORATION,  
a Delaware corporation  
By: [Signature]  
Name: Jacqueline B. Young  
Title: President

STATE OF New York )  
COUNTY OF New York )

On this 14 day of September 1999, there appeared before me Jacqueline B. Young, personally known to me, who acknowledged that he <sup>she</sup> signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of SIRSI Corporation, an Alabama corporation.

[Signature]  
Notary Public  
STACY E. NATHANSON  
Notary Public, State of New York  
No. 01NAG024356  
Qualified in New York County  
Commission Expires May 10, 2001

STATE OF New York )  
COUNTY OF New York )

On this 14 day of September 1999, there appeared before me Jacqueline B. Young, personally known to me, who acknowledged that he <sup>she</sup> signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of SIRSI Corporation, a Delaware corporation.

[Signature]  
Notary Public  
STACY E. NATHANSON  
Notary Public, State of New York  
No. 01NAG024356  
Qualified in New York County  
Commission Expires May 10, 2001

SCHEDULE A

MARK	COUNTRY	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
WEBCAT	US	2,117,373	12/2/97	75/071,619	3/12/96
VIZION	US	2,162,993	6/9/98	74/421,670	8/9/93
WORKFLOWS	US			75/299,240	5/28/97
UNICORNECOLE	US				
UNICORNOASIS	US				
HYPERION	US				
UNICORNSTILAS	US				
UNICORN	US				
WEBCAT	ARGENTINA			2,145,151	4/16/98
UNICORN	ARGENTINA			2,145,152	4/16/98
UNICORN	Community Trademark for Austria, Belgium, Denmark, Finland, France, Germany, Great Britain, Greece, Ireland, Italy, Luxembourg, the Netherlands, Portugal, Spain and Sweden			010490128	3/13/97
WEBCAT	CHILE	529,125	12/3/98	410,145	3/31/98
UNICORN	CHILE	529,124	12/3/98	410,146	3/31/98
WEBCAT	COLOMBIA	214,491	11/30/98	98022549	4/24/98
UNICORN	COLOMBIA	215,051	12/29/98	98022550	4/24/98
WEBCAT	MEXICO	574,858	2/27/98	324,067	2/27/98
UNICORN	MEXICO			324,068	2/27/98
WEBCAT	VENEZUELA			97-012833	6/25/97
UNICORN	VENEZUELA			97-012834	6/25/97

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