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12-17-1999




FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

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To the Commissioner of Patents and Trademarks : Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): State Street Bank and Trust Company</p> <p><input type="checkbox"/> individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation  <input checked="" type="checkbox"/> Other: Massachusetts Chartered Trust Company</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: August 11, 1999 and September 24, 1999</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: InterSystems Corporation  Internal Address:  Street Address: One Memorial Drive  Cambridge, Massachusetts 02142</p> <p><input type="checkbox"/> Individual(s) citizenship _____   <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State Massachus  <input type="checkbox"/> Other _____</p> <p style="text-align: right;"><b>12-04-1999</b> U.S. Patent &amp; TMO/TM Mail Rpt Dt. #64</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> yes <input type="checkbox"/> no  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 1,678,310; 1,729,035; 2,224,463</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence Concerning document should be mailed:</p> <p>Name: Lawrence M. Green  Address: WOLF, GREENFIELD &amp; SACKS, P.C.  Federal Reserve Plaza  600 Atlantic Avenue  Boston, MA 02210</p>	<p>6. Total number of applications and registrations involved:..... [ 3 ]</p> <p>7. Total fee (37 CFR 3.41).....\$ 90.00  <input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account  The Commissioner is authorized to charge:</p> <p>8. Deposit Account No: 23/2825</p>
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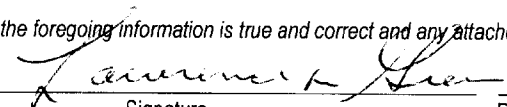
12/17/1999 DNGUYEN 00000064 1678310

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

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.

\_\_\_\_\_  
Lawrence M. Green  
Name of Person Signing

  
Signature

December 2, 1999  
Date

Total number of pages including cover sheet, attachments, and document: [ 5 ]

Mail documents to be recorded with required cover sheet information to:  
Box Assignment, Commissioner of Patents and Trademarks, Washington D.C. 20231

**ASSIGNMENT OF TRADEMARKS**

This Assignment of Trademarks (the "Trademark Assignment") is made as of the 3rd day of August 1999, by **State Street Bank and Trust Company**, a Massachusetts-chartered trust company, having a principal place of business at 225 Franklin Street, Boston, MA 02110 (the "Assignor") and consented to by **InterSystems Corporation**, a Massachusetts corporation, having a principal place of business at One Memorial Drive, Cambridge, MA 02142 (the "Assignee").

**WITNESSETH**

WHEREAS, pursuant to: a Collateral Assignment of Trademarks dated December 23, 1994, recorded with the United States Patent and Trademark Office (the "PTO") at reel 1320, frame 034, Assignor acquired from Assignee the marks (the "Trademarks") set forth on Appendix A attached hereto, and the goodwill associated therewith, as collateral security for the obligations of Assignee to Assignor under that certain Credit Agreement by and between Assignee and Assignor originally dated as of December 23, 1994, as amended and restated pursuant to the Amended and Restated Credit Agreement dated as of October 31, 1996 and the Amended and Restated Credit Agreement dated as of June 17, 1998; and

WHEREAS, Assignor desires to assign back to Assignee full title to the Trademarks and the goodwill associated therewith;

NOW THEREFORE, in consideration of the foregoing recitals, One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby sells, grants, assigns, transfers, conveys and delivers unto Assignee, without representations or warranties with respect to the Trademarks or the title thereto, all of Assignor's right, title and interest in and to the Trademarks and the registrations therefor, together with the goodwill of the business symbolized by said Trademarks and the registrations therefor, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's 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, including all rights to sue and recover for past, present and future infringement of the Trademarks.

2. **Consent.** Assignee hereby acknowledges and consents to the assignment by Assignor to Assignee of all of Assignor's right, title and interest in and to the Trademarks and the registrations therefor, together with the goodwill of the business symbolized by said Trademarks and the registrations therefor, pursuant to this Trademark Assignment.

3. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document. A copy or facsimile of a signature shall be binding upon the signatory as if it were an original signature.

4. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the day and year first above written.

ASSIGNOR:

STATE STREET BANK & TRUST COMPANY

By: [Signature]  
Title: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

August, 11, 1999

Then personally appeared before me the above-named Thomas J. Pyles and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of State Street Bank & Trust Company.

[Signature]  
Notary Public

My Commission Expires: June 19, 2003

Signatures Continued on Next Page:

ASSIGNEE:

INTERSYSTEMS CORPORATION

By: Phillip T. Ragon  
Phillip T. Ragon, President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

~~August~~ 1999  
~~XXXXXXXXXXXX~~

September 24, 1999

Then personally appeared before me the above-named Phillip T. Ragon and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of InterSystems Corporation.

Monica Kratzmann  
Notary Public  
My Commission Expires: 27 July 2001  
MONICA KRATZMANN

Suffolk County, ss.

**APPENDIX A**

**US TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
M/SQL	9&16	1,678,310	03/10/92
M/PACT	9&16	1,729,035	11/03/92
VISUAL M	9	2,224,463	2/16/99