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OPR/FINANCE

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  Effective Date  
Month Day Year
- 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

01/24/2000 DCUATES 00000070 1783914

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 125.00 OP

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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: 002011 FRAME: 0876

**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" value="1783914"/>	<input type="text" value="1576112"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1928360"/>	<input type="text" value="1554517"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1954747"/>	<input type="text" value="1952860"/>	<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.)

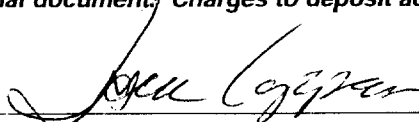
Deposit Account Number: #

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.

Jack Copper  
Name of Person Signing

  
Signature

1/4/2000  
Date Signed

## EXHIBIT A

### General Assignment

This General Assignment dated November 30, 1999 is made between **Aspen Technology, Inc.**, a Delaware corporation ("Seller") and **Intellectual Property Enterprises LLC**, a Pennsylvania limited liability company ("Buyer"). All capitalized words and terms used in this Assignment and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase and Sale Agreement of even date between the Seller and Buyer (the "Agreement").

WHEREAS, pursuant to the Agreement, the Seller has agreed to sell, transfer, convey, assign and deliver to the Buyer the Assets related to the generic neural network tools Business;

WHEREAS, in partial consideration therefor, the Agreement requires the Seller to assign to the Buyer certain rights in the contracts and intellectual property of the Seller;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Buyer and Seller hereby agree as follows:

1. Subject to the terms of the Agreement, the Seller hereby sells, transfers, conveys, assigns and delivers to the Buyer, its successors and assigns, to have and to hold forever, all of the Seller's right, title and interest in and to the Assets including the goodwill associated therewith, including, but not limited to all Tangible Assets, Contracts, Accounts Receivable, Intellectual Property and (subject to required consents) Customer Agreements ("Interest in Assets"). The Intellectual Property specifically includes, but is not limited to, all rights in the trademark NEURALSIM, which is now the subject of the pending trademark application filed by Seller in the United States Patent and Trademark Office at Serial Number 75-773494 (but no rights to the trademark ASPEN, which is also included in such application, are transferred to Buyer), and the following trademarks which have been registered in the United States Patent and Trademark Office:

The NeuralWare design mark, Reg. no. 1,783,914  
NEUCOP, Reg. no. 1,928,360,  
NEURALWORKS PREDICT, Reg. no. 1,954,747  
NEURALWORKS, Reg. no. 1,576,112  
NEURALWARE INC, Reg. no. 1,554,517  
FUZZYSP, Reg. no. 1,952,860.

2. The Seller represents and warrants that the Interest in the Assets are all the rights that are required to be transferred to the Buyer pursuant to the Agreement, and further represents and warrants (i) that it has legal right, power and authority to make such assignment, (ii) that all corporate action necessary for the execution and delivery of this assignment has been duly taken, (iii) that it is not now, and with the giving of notice or passage of time, will not be in default under any of the applicable Assets, and (iv) it has not heretofore made any grant,

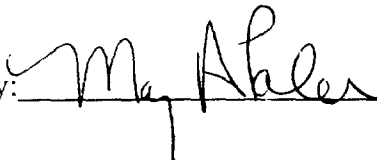
encumbrance or other disposition to others of any right, title or interest in and to the Interest in Assets to any other third-party.

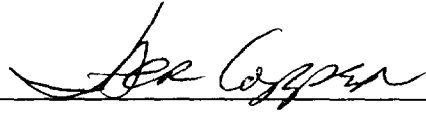
3. The Buyer does hereby accept the foregoing assignment and it does hereby agree to perform the Assumed Liabilities after the date hereof. The Seller acknowledges that, notwithstanding Buyer assuming the Assumed Liabilities, the Seller shall remain partially liable thereunder for any claim based on any action or omission of the Seller prior to the date hereof and for any payment or performance due prior to the date hereof and later postponed until after the date hereof.
4. The Seller shall prepare, execute, and deliver or file all such other documents, agreements, forms and assignments reasonably necessary to effect this assignment.

IN WITNESS WHEREOF, the Buyer and Seller have caused this instrument to be duly executed under seal as of and on the date first above written.

**ASPEN TECHNOLOGY, INC.**

**INTELLECTUAL PROPERTY  
ENTERPRISES LLC**

*WFF*  
By:   
Title: Vice President

By:   
Title: President