

03-23-2000



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MKN 2-14-00

**RECORDATION FORM COVER
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
 - Change of Name
 - Other
- Effective Date
Month Day Year

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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
- 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 attached from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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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: 002038 FRAME: 0171

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)

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.)

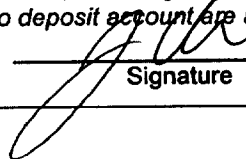
Deposit Account Number: #

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.

Jason A. Duva
Name of Person Signing


Signature

1/26/00
Date Signed

EXPRESS MAIL MAILING LABEL

No. EM400988934US

AMENDMENT TO
TECHNOLOGY LICENSE AND PURCHASE AGREEMENT

This agreement is made by and between Medici Technology, Inc., a corporation duly organized and existing under the laws of the State of New Hampshire and having a principal place of business at 46 Canterra Parkway, Lebanon, New Hampshire 03766 (hereinafter referred to as "Licensor"), and PCI Services, Inc. - De, a corporation duly organized and existing under the laws of the State of Delaware and having a principal place of business at 30 Winter Street, Boston, Massachusetts 02108 (hereinafter referred to as "PCI").

WITNESSETH

WHEREAS, the parties entered into a Technology License and Purchase Agreement dated December 30, 1999 (the "Agreement"); and

WHEREAS, the parties wish to amend and clarify the terms of that Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1) Paragraph 2.6 of the Agreement shall be deleted in its entirety, and replaced with the following paragraph:

"2.6 Licensor hereby sells, assigns, transfers and sets over to PCI, its successors, legal representatives and assigns, the entire right, title, and interest of Licensor in and to the Medici trademarks and trademark applications set forth on Exhibit A hereto, together with the goodwill associated with said trademarks and the business assets in connection with which the aforesaid trademarks have been used and/or are intended to be used, and all claims, if any, which may have arisen thereunder prior to the date of this instrument."

2) Paragraph 5.1(a) shall be amended by deleting the words "trademarks, trademark registrations and trademark registration applications" and replacing them with the words "trademarks, trademark registrations, trademark registration applications, and goodwill of the business in connection with which the aforesaid trademarks have been used."

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year set forth below.

MEDICI TECHNOLOGY, INC.

By: [Signature]

Title: President & CEO

Date: 1/6/00

PCI SERVICES, INC. - DE

By: [Signature]

Title: President

Date: 1/6/00

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EXPRESS MAIL MAILING LABEL

No. EM400988934US

EXHIBIT A
MEDICI TRADEMARKS

<u>Mark</u>	<u>PTO Serial Number</u>	<u>Filing Date</u>
Medici Technology	75/357970	9/16/97
Medici	75/642074	2/17/99
Medici & Design	75/629504	1/28/99
Medici & Design	75/629530	1/28/99

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RECORDED: 02/14/2000

TRADEMARK
REEL: 002038 FRAME: 0175