

03-24-2000



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2-16-00

**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 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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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 from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

03/23/2000 VBRWN 00000096 072351 75834444

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

906

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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: 002039 FRAME: 0373

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

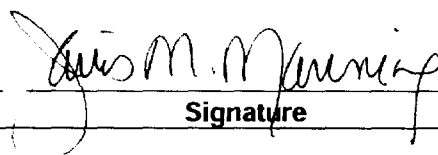
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

Janis M. Manning, Esquire
Name of Person Signing


Signature

February 16, 2000
Date Signed

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (the "Assignment") is between GTE Enterprise Initiatives Incorporated, a corporation organized and existing under the laws of Delaware (hereinafter "ASSIGNOR"), and 3037951 Nova Scotia Company, a company formed under the laws of Nova Scotia (hereinafter "ASSIGNEE").

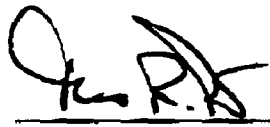
WHEREAS, ASSIGNOR has entered into a Stock Purchase Agreement (the "Agreement") dated January 21, 2000 with Geac Canada Limited (the "Purchaser") pursuant to which ASSIGNOR will transfer all of the stock of ASSIGNEE to Purchaser; and

WHEREAS, ASSIGNOR is the owner of all right, title and interest in and to the "MLS Trademarks" identified in the attached Schedule A; and

WHEREAS, ASSIGNEE is desirous of acquiring all right, title and interest of ASSIGNOR in the MLS Trademarks identified in Schedule A.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby assign unto ASSIGNEE all rights, title and interest in and to the MLS Trademarks identified on Schedule A.

GTE ENTERPRISE INITIATIVES INCORPORATED

By: 

Thomas R. Parker
Vice President - General Counsel

By: 



Rosalynn Christian
Assistant Secretary

Date: February 2, 2000

Date: February 2, 2000

SCHEDULE A

"MLS Trademarks" means all trade dress, trademarks, trademark registrations, applications for trademark registration, service marks, service mark registrations, applications for service mark registration, trade names, corporate names and the good will associated with any of the foregoing, that portion of ASSIGNOR's business which is associated with any of the foregoing, together with the right to file trademark applications in foreign countries (subject, however, to applicable laws in such foreign countries), and the right to recover damages for any past and future acts of infringement of the foregoing, existing as of February 2, 2000 and owned by ASSIGNOR, and used in the Business (as defined below) on or before February 2, 2000. For purposes of this Assignment, the term "Business" means the business of GTE Enterprise Initiatives - Real Estate, a division of ASSIGNOR, but limited to the development, marketing, provision and support of software applications and systems directed to real estate multiple listing services. For purposes of this Assignment, the term "Business" shall exclude any and all services provided or performed by ASSIGNOR at its facilities located in Tampa, Florida which are related to the help desk. The MLS Trademarks are limited to the following:

<u>Country</u>	<u>Registration or Application Number</u>	<u>Mark</u>	<u>International Class Number</u>
Canada	Reg. TMA408,840	OB-1	N/A
United States	Appln. 75/834,444		9, 42
United States	Reg. 1,974,034		9
United States	Appln. 75/856,139	MLXCHANGE	9, 42
United States	Common Law Mark	NORTHSTAR	9
United States	Common Law Mark	SYSTEM 4	9