

04-10-2000



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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)

- 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

FOR OFFICE USE ONLY

04/10/2000 DNGUYEN 00000053 2041848

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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: 002046 FRAME: 0283

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="2041848"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<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.

Thomas Schneck

February 28, 2000

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF PROPEL TRADEMARK AND GOODWILL

WHEREAS, **Propel Technologies, Inc.** (hereinafter "ASSIGNOR"), a corporation of the State of Maine, having a place of business at 2 Cotton Street, Suite 200, Portland, Maine 04101 is the sole and exclusive owner of (A) the trademark, "PROPEL" (hereinafter "TRADEMARK") and of United States Trademark Registration No. 2,041,848 and any rights to file subsequent registrations (hereinafter "REGISTRATION") for use in developing and marketing software and rendering consulting services related to web tools and specifically for use with:

1. electronic computer on-line advertising for others, namely, dissemination of advertising for others via on-line electronic communication networks;
2. computer services, namely, providing on-line books, manuals, and forms that support business purposes; design and maintenance for others of software for on-line communications network home pages; and commercial software development; and (B) of the goodwill (hereinafter "GOODWILL") of the business carried on by it in connection with said TRADEMARK and REGISTRATION;

WHEREAS, **Propel Software Corporation** (hereinafter "ASSIGNEE"), a corporation of the State of Delaware, having a place of business at 2350 Mission College Boulevard, Suite 1200, Santa Clara, California, 95054, is desirous of acquiring from the ASSIGNOR all right, title and interest in and to said TRADEMARK and said REGISTRATION together with the GOODWILL of the business carried on in connection with said TRADEMARK and said REGISTRATION.

NOW, THEREFORE, for good and valuable consideration received by ASSIGNOR from ASSIGNEE, the receipt of which is hereby acknowledged by ASSIGNOR;

1. ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors, assigns and other legal representatives the entire right, title and interest in and to said TRADEMARK, said REGISTRATION and the GOODWILL of the business heretofore carried on by ASSIGNOR in connection with said TRADEMARK and said REGISTRATION, together with all other rights and claims in the mark "PROPEL" now or hereafter acquired by ASSIGNOR including rights and claims under licenses or agreements pertaining to said TRADEMARK and said REGISTRATION and together with all claims, demands and causes of action for the use or past infringement of said TRADEMARK or said REGISTRATION or for unfair competition in business in connection therewith wheresoever or by whomsoever committed, the same to be held and enjoyed by ASSIGNEE, its successors, assign or other legal representatives as fully and entirely as the same would or could have been held and enjoyed by ASSIGNOR had this assignment and sale not been made.

2. ASSIGNOR warrants, covenants and represents that ASSIGNOR is the

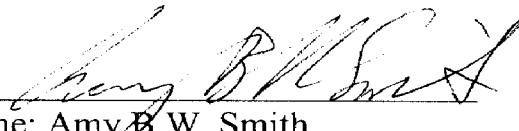
owner of said TRADEMARK and said REGISTRATION, has the full right to convey the entire interest hereby assigned. ASSIGNOR further represents and warrants that no foreign filings have been made to attempt to register such TRADEMARK.

3. ASSIGNOR further covenants with ASSIGNEE, to execute when requested such additional assignments, instruments and documents as may be necessary or desirable to effectuate this assignment.

4. The terms, covenants and provisions of this assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, its legal representatives and assigns.

IN WITNESS WHEREOF, ASSIGNOR has hereto affixed its corporate name and seal by its officer thereunto duly authorized, and delivered this instrument to said ASSIGNEE, this 19 day of January, 2000.

Propel Technologies, Inc.

By: 
Name: Amy B.W. Smith
Title: President

CERTIFICATE OF ACKNOWLEDGMENT

State of Maine
County of Cumberland

On January 19, 2000 before me, Kathleen L. Griffith (name and title of officer) personally appeared Amy B. W. Smith, President of Propel Technologies, Inc. as aforesaid personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature

KATHLEEN L. GRIFFITH
Notary Public, Maine
My Commission Expires November 26, 2006