

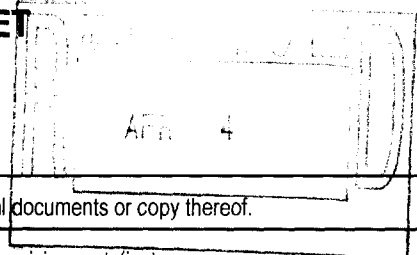


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**CORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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

1. Name of conveying party(ies): 4-4-00
Cerberus Technologies, Inc.
 individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 16, 1990

2. Name and address of receiving party(ies)
Name: Cognitive Resources, Inc.
Internal Address:
Street Address: 60 Pleasant Street
Ashland, Massachusetts 01721
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Massachusetts _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
673,785

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence Concerning document should be mailed:

Name: Douglas R. Wolf
Address: WOLF, GREENFIELD & SACKS, P.C.
Federal Reserve Plaza
600 Atlantic Avenue
Boston, MA 02210

6. Total number of applications and registrations involved:..... [1]

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed

Authorized to be charged to deposit account
The Commissioner is authorized to charge:

Deposit Account No:

04/26/2000 JSHRBAZZ 00000200 673785

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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.

Douglas R. Wolf
Name of Person Signing

Signature

March 31, 2000
Date

Total number of pages including cover sheet, attachments, and document: [4]

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

TRADEMARK AGREEMENT

THIS AGREEMENT, made this 16th day of March, 1990, by and between Cerberus Technologies, Inc., a Delaware corporation (the "Transferor"), and Cognitive Resources, Incorporated, a Massachusetts corporation (the "Transferee"),

WITNESSETH:

WHEREAS, pursuant to a certain Asset Purchase and Sale Agreement dated February 16, 1990 (the "Purchase Agreement") by and among the parties hereto, the Transferor has agreed to transfer to the Transferee certain registered trademarks owned by the Transferor; and

WHEREAS, the parties desire to provide by this Agreement evidence of the transfer and assignment of such trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the Terms of the Agreement, the parties hereby agree as follows:

1. Effective as of February 1, 1990, the Transferor hereby sells, assigns, transfers, conveys and delivers to the Transferee, and its successors and assigns forever, all of the Transferor's right, title and interest in and to the following registered trademarks (the "Trademarks"):

<u>Trademarks</u>	<u>Country</u>	<u>Issue Date</u>	<u>Registration No.</u>
Gamewell	U.S.A.	1/19/82	1,18,484
Gamewell	Canada	9/10/82	55,190; 157,970
Gamewell	Mexico	9/28/84	305,404

2. The Transferor shall use all reasonable efforts to execute and deliver to the Transferee all such assignments, instruments and other documents as the Transferee shall reasonably request in order to permit the Transferee to make all filings with and to obtain all authorizations, consents and approvals of, governmental agencies and third parties necessary to effect the transfers described in paragraph 1 hereof.

3. This Trademark Transfer and Assignment Agreement is being delivered pursuant to the Purchase Agreement and shall be

what are they?

construed consistently therewith. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts. The Transferor hereby disclaims any representation or warranty as to the validity of the Trademarks other than as shall be set forth in the Purchase Agreement.

WITNESS the execution hereof as an instrument under seal as of the date and year set forth above.

CORPORATE
SEAL

CERBERUS TECHNOLOGIES, INC.

By: _____
Its

CORPORATE
SEAL

COGNITIVE RESOURCES, INCORPORATED

By: _____
Its

0567p