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Substitute Form PTO-1594
Attorney Docket No.: 07470-025002



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05-25-2000

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U.S. Patent & TMO/TM Mail Rpt Dt. #11 marks: Please i...

<p>1. Name of conveying party(ies): Michael Bergsma dba Ab Initio Software</p> <p><input checked="" type="checkbox"/> Individual(s) <i>MRD</i> <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation—State <input type="checkbox"/> Other</p> <p>Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>5-25-00</i></p>		<p>2. Name and address of receiving party(ies): Ab Initio Software Corporation 201 Spring Street Lexington, MA 02421</p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation—State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>If the assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: 3/28/2000; 3/24/2000</p>			
<p>4. Application number(s) or trademark number(s): A. Trademark Application No(s): 75/556,206</p>		<p>B. Trademark No(s):</p>	
<p>5. Name/address of party to whom correspondence concerning document should be mailed: DIANE L. GARDNER Fish & Richardson P.C. 4350 La Jolla Village Drive, Suite 500 San Diego, CA 92122</p>		<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR §3.41): \$40 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account.</p> <p>8. Deposit Account No.: 06-1050 Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.</p>	
DO NOT USE THIS SPACE			
<p>9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.</i></p> <p>Diane L. Gardner <u>Reg. No. 36,518</u> Name of Person Signing</p> <p><i>Diane Gardner</i> Signature</p> <p><u>5-22-00</u> Date</p>			
Total number of pages including cover sheet, attachments, and document: 2			

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CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner of Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513.

5/23/00
Date of Deposit

Lisa Clifner
Signature

Lisa Clifner
Typed Name of Person Signing Certificate

TRADEMARK
REEL: 002091 FRAME: 0086

ASSIGNMENT OF TRADEMARK, TRADE NAME, & DOMAIN NAME RIGHTS, AND COPYRIGHT

MICHAEL BERGSMA, dba AB INITIO SOFTWARE, of 2729 Tiburon Avenue, Carlsbad, CA 92008 ("ASSIGNOR"), and AB INITIO SOFTWARE CORPORATION of 201 Spring Street, Lexington, MA 02421 ("ASSIGNEE") represent and agree as follows:

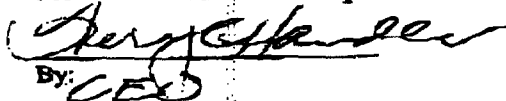
1. ASSIGNOR is the exclusive owner of all right, title, and interest in and to the following Intellectual Property Rights:
 - a. the mark "AB INITIO" as applied to (1) computer software for use in automation, scheduling, modeling and simulation in the manufacturing, semiconductor manufacturing and communications education fields, with a date of first use of 1990.09.25 and a date of first use in commerce of 1991.05.15; (2) computer software installation and repair, with a date of first use of 1991.08.01 and a date of first use in commerce of 1991.08.01; and (3) computer software design for others and support for others (namely, maintenance of computer software), and computer consultation, with a date of first use of 1991.08.01 and a date of first use in commerce of 1991.08.01;
 - b. the trade name "AB INITIO SOFTWARE" as applied to a business that, among other things, marketed products and services under the marks listed above;
 - c. a trademark application pending before the U.S. Patent and Trademark Office for the mark "AB INITIO", serial no. 75-556206, filed 1998.09.21 (the "Trademark Application");
 - d. the Internet domain names "www.abinitio-software.com", "www.abinitioware.com" and "www.abinitiosoft.com" (the "Domain Names"); and
 - e. a computer program entitled HyperScript (the "Work"), which was marketed, installed, and supported under the name and mark "AB INITIO", and with respect to which design, installation, support, and consultation services were provided under the name and mark "AB INITIO".
2. For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE all of ASSIGNOR's worldwide right, title, and interest in and to the following:
 - a. the mark and name "AB INITIO" together with the goodwill of the business associated with that mark and name, and all related causes of action with respect to that mark and name;
 - b. the Trademark Application, and all related causes of action with respect to the Trademark Application;
 - c. the Domain Names, and all related causes of action with respect to the Domain Names; and
 - d. the copyright (with any renewal rights) for the Work, and all related causes of action with respect to the Work.
3. ASSIGNOR represents that the Intellectual Property Rights are free and clear of all liens and encumbrances and that ASSIGNOR has not transferred any portion of the Intellectual Property Rights to any other entity.
4. ASSIGNOR agrees to assist ASSIGNEE, at ASSIGNEE's sole expense, in doing all things necessary (including signing of necessary documents) to (1) obtain copyright registrations for the Work and to protect the copyrights in the Work against infringement; (2) obtain state, federal, and international trademark and service mark registrations for the mark "AB INITIO" and to protect such mark against infringement; (3) obtain state and international trade name registrations for the name "AB INITIO" and to protect such name against infringement; (4) transfer the Trademark Application to ASSIGNEE; and (5) transfer the Domain Names to ASSIGNEE and to protect such Domain Names against infringement. ASSIGNOR hereby requests and authorizes the Commissioner of Patents and Trademarks to issue a certificate of registration for the mark "AB INITIO" to ASSIGNEE.
5. ASSIGNOR grants to ASSIGNEE the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of any government copyright or trademark office for recordation of this document.
6. For convenience, this Assignment may be executed in multiple counterparts. Each party shall deliver to every other party a signed original of the counterpart executed by such party. Each party's signature page to a counterpart may be appended to any other counterpart to produce a complete document with all signatures. Each counterpart shall be considered an original of one and the same agreement if each party has executed at least one counterpart.

AGREED:


Michael Bergsma

Dated: March 28, 2000

Ab Initio Software Corporation


By: CEO

Dated: March 24, 2000