

07-05-2000



101395998

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
12 27 99

Conveying Party

Mark if additional names of conveying parties attached

Name Thru - Put Technologies, Inc.

Execution Date
Month Day Year
12 27 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name TPTI Acquisition, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 600 West Cummings Park

Address (line 2) _____

Address (line 3) Woburn

Massachusetts

01801

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 from Assignment.)

- Citizenship/State of Incorporation/Organization Delaware

07/03/2000 ASCOTT 00000234 75658954

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002095 FRAME: 0637

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

Claire M. Kimball

Address (line 1)

Alston & Bird

Address (line 2)

One Atlantic Center

Address (line 3)

1201 West Peachtree Street

Address (line 4)

Atlanta, GA 30309-3424

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

5

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)

75/658,954

75/644,555

2,202,430

75/645,292

2,002,568

75/644,926

Number of Properties

Enter the total number of properties involved.

#

6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

165.00

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.

Claire M. Kimball

Name of Person Signing

Claire M. Kimball

Signature

5/17/00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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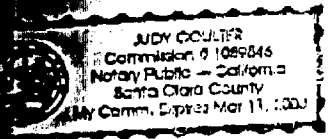
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UNIVERSAL-PURPOSE ACKNOWLEDGMENT

California
Santa Clara

Dec. 27, 1979 before me, Judy Coulter, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")
appeared Thaddeus J. Whalen
Name(s) of Signer(s)

known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his their authorized capacity(ies), and that by his their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Judy Coulter
Signature of Notary Public

OPTIONAL

Information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Character of Attached Document

Character of Document: Trademark Assignment

Date: 12-27-79 Number of Pages: 1

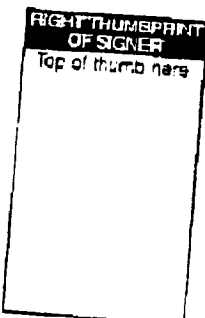
More Than Named Above: none

Capacity Claimed by Signer(s)

Name: _____

Capacity: Officer Limited General Attorney-in-Fact Trustee Guardian or Conservator Other: _____

Representing: _____



Signer's Name: _____

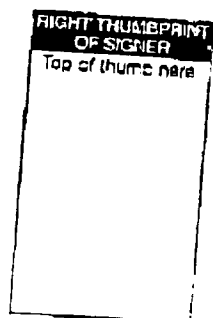
Individual Corporate Officer

Title(s): _____

Partner — Limited General

Attorney-in-Fact Trustee Guardian or Conservator Other: _____

Signer Is Representing: _____



TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 27th day of July, 1999 from Thru-Put Technologies, Inc., a California corporation ("Assignor"), to Transposition, Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignor is the owner of the trademarks and any and all trade dress associated with (the "Marks") as described in Schedule A attached hereto and incorporated by reference together with the goodwill of the business symbolized thereby in connection with the software products on which the Marks are used ("the Products").

B. Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all right, title, and interest in and to the Marks (the "Marks").

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual agreement contained and for other good and valuable consideration, acknowledged by each of them to be true, valid, and adequate, do hereby agree as follows:

Assignment

1.1 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all right, title, and interest in and to the Marks, together with (1) the goodwill of the business relating to the Products in respect of which the Marks used and for which they are used; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and appropriations of the Marks; and (3) all rights to sue for past, present, and future infringements or appropriations of the Marks.

1.2 Assignor further conveys, transfers, assigns, delivers, and contributes to Assignee all right in the trade dress, labels, and designs associated with the Marks.

Further Assurances

1.1 Assignor further covenants that it will execute all documents, papers, forms, and other instruments and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks.

Binding Effect.

1.1 This instrument is executed by, and shall be binding upon, Assignor and its successors and assigns for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed under its hand and seal of the day and year first above written.

THRU-PUT TECHNOLOGIES, INC.

By: [Signature]
Name: Thaddeus J. Whelan
Title: Chairman

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 27th day of October, 1999 from Thru-Put Technologies, Inc., a California corporation ("Assignor"), to TPTI, Inc., a Delaware corporation ("Assignee").

RECITALS

Assignor is the owner of the trademarks and any and all trade dress associated with (the "Marks") as described in Schedule A attached hereto and incorporated by reference together with the goodwill of the business symbolized thereby in connection with the software on which the Marks are used ("the Products").

Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of the right, title, and interest in and to the Marks (the "Marks").

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual agreements contained and for other good and valuable consideration, acknowledged by each of them to be true and adequate, do hereby agree as follows:

Assignment

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of its right, title, and interest in and to the Marks, together with (1) the goodwill of the business relating to the Products in respect of which the Marks used and for which they are used; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks including without limitation, damages, and payments for past or future infringements and violations of the Marks; and (3) all rights to sue for past, present, and future infringements or violations of the Marks.

Assignor further conveys, transfers, assigns, delivers, and contributes to Assignee all of the trade dress, labels, and designs associated with the Marks.

Assurances

Assignor further covenants that it will execute all documents, papers, forms, and take all other actions that may be necessary for securing, completing, or vesting in Assignee the right, title, and interest in the Marks.

Effect.

This instrument is executed by, and shall be binding upon, Assignor and its successors for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignor, its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed under its corporate seal and the hand and year first above written.

THRU-PUT TECHNOLOGIES, INC.

By: [Signature]
Name: Thaddeus J. Whelan
Title: Chairman

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Schedule A to Trademark Assignment

<u>Number</u>	<u>Date Registered</u>	<u>Mark</u>
68		RESONANCE
30		THRU-PUT TECHNOLOGIES

Applications

<u>Filed</u>	<u>Mark</u>	<u>Class</u>	<u>Status</u>
99	Thru-Put (plus design)	9	Approved publication for opposition 8/18/99
99	Thru-Put (plus design)	16	Nonfinal office action mailed 8/18/99
99	Thru-Put (plus design)	41	Approved publication for opposition 8/3/99
99	Thru-Put (plus design)	42	Assigned to examiner 6/21/99