

07-24-2000



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06-30-2000

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U.S. Department of Commerce  
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**TRADEMARK**

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Effective Date  
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07/21/2000 ASCDTT 00000111 1839881

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Address (line 2)

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**Correspondent Name and Address**

Area Code and Telephone Number

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Name

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Address (line 3)

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Address (line 4)

Dayton, Ohio 45402-2023

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

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

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**Number of Properties**

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Fee Amount for Properties Listed (37 CFR 3.41):

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Kimberly Gambrel

Name of Person Signing

Signature

6-27-00

Date Signed

TRADEMARK AGREEMENT AND ASSIGNMENT

WHEREAS, Inprise Corporation ("Inprise"), a Delaware corporation, having its principal offices at 100 Enterprise Way, Scotts Valley, California 95066 is the owner of a United States Trademark Registration No. 1,839,881, dated June 14, 1994, for the mark of REPORTSMITH and is the owner of certain co-related foreign trademark applications and registrations for the mark of ReportSmith as identified in Attachment A hereto which is hereby incorporated by reference; and

WHEREAS, Strategic Reporting Systems, Inc. ("SRS"), a Massachusetts corporation, having its principal offices at Three Centennial Drive, Suite G, Peabody, Massachusetts 01960, is desirous of acquiring said trademark applications and registrations for the mark, and any trademark rights thereof, pursuant to an Agreement dated

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1) and other good and valuable consideration, the receipt of which is hereby acknowledged, Inprise hereby assigns to SRS all of Inprise's right, title and interest in the United States and worldwide in said trademark applications and registrations for the mark, and any trademark rights thereof, together with the goodwill of the business symbolized by the mark and the right to sue for any past infringement.

Inprise does not warrant that the mark, the trademark applications, and/or the trademark registrations are valid or were valid, or were validly filed or validly issued, or that they are currently in force or effect. SRS understands and agrees that by this Agreement and Assignment it is taking only whatever right, title and interest, if any, Inprise currently has in the mark, the trademark applications, and the trademark registrations, i.e., a quitclaim interest, on an "AS IS" basis, without representations, warranties or indemnities of any type.

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their subsidiaries, successors, assigns, and related companies, and shall be construed and governed in accordance with California law.

Executed by the Parties this 20<sup>th</sup> day of January, 2000.

Inprise Corporation

Strategic Reporting Systems, Inc.

By: [Signature]  
Name: Dale L. Fisher  
Title: C-President & CEO

By: [Signature]  
Name: RICHARD FRIED  
Title: PRESIDENT

*A*

Country:	Mark	Class	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
France	REPORTSMITH	09, 16	ReportSmith, Inc.	93/479, 167	8/2/93			Pending
Germany	REPORTSMITH	09, 16	ReportSmith, Inc.	R 54523/P/W/z	9/20/91	2072183	9/21/91	Registered
United Kingdom	REPORTSMITH	9, 16	ReportSmith, Inc.	1349728	9/18/93	1349728	9/18/93	Registered
United States	REPORTSMITH	09	ReportSmith, Inc.	74/307,070	8/20/92	1,839,881	6/14/94	Registered