

07-27-2000



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

6:30:00

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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
06 27 2000

Name

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)     
City State/Country Zip Code

- 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

07/27/2000 ASCOTT 00000053 192385 1873639  
01 FC:481 40.00 CH

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

**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)**

**Registration 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"/>

<input type="text" value="1873639"/>	<input type="text"/>	<input type="text"/>
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**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.

Kenneth A. Rubenstein



June 28, 2000

Name of Person Signing

Signature

Date Signed

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignee: Datamonitor PLC

Registration Nos.: 1,873,639

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Commissioner of Patents and Trademarks  
Box Assignment  
Washington, D.C. 20231

Dear Sir:

Assignee, a company incorporated under the laws of England and Wales whose principal place of business is located at Charles House, 108-110 Finchley Road, London, England NW3 5JJ, hereby designates Kenneth A. Plevan, Stuart D. Levi, Elaine D. Ziff, Steven M. Rosenthal, Bruce J. Goldner, Ronald J. Turiello, Jr., Kenneth A. Rubenstein, and Rita A. Rodin, members of the Bar of the State of New York, and of the firm of Skadden, Arps, Slate, Meagher & Flom LLP, whose postal address is Four Times Square, New York, New York 10036-6522, as its representative upon whom notices or process in proceedings affecting the registration be served.

Datamonitor PLC

Date: June 28, 2000

By: *Ian Pratt*  
Name: IAN PRATT  
Title: CHIEF FINANCIAL OFFICER

132254.01-London 51A

## TRADEMARK ASSIGNMENT

WHEREAS, James Moy, a United States Citizen (hereinafter, "Assignee"), whose principal office and place of business is located at 135-07 63<sup>rd</sup> Avenue, Flushing, New York 11367 (hereinafter, "Assignor"), is the owner of the trademark DATAMONITOR, U.S. Registration No. 1,873,639, registered on January 17, 1995, and common law rights relating thereto (hereinafter, the "Mark");

WHEREAS, Assignor, has agreed to assign the Mark and the goodwill of the business symbolized thereby and associated therewith, to Datamonitor PLC, a company incorporated under the laws of England and Wales (hereinafter, "Assignee"), whose principal office and place of business is located at Charles House, 108-110 Finchley Road, London, England NW3 5JJ; and

WHEREAS, Assignor and Assignee are desirous of memorializing the transfer of the Mark and the goodwill of the business symbolized thereby and associated therewith to Assignee for good and valuable consideration.

NOW, THEREFORE, effective as of the date set forth below, by this document, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

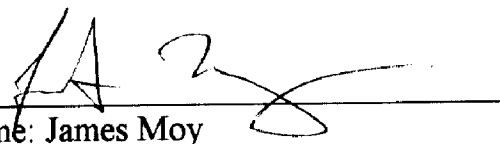
1. Assignor represents and warrants that to the best of Assignor's knowledge, Assignor is the sole and exclusive owner of the Mark;

2. Assignor hereby assigns to Assignee its entire right, title, and interest in the United States and throughout the world, in and to said Mark, including all applications therefor, the good will symbolized by and associated therewith, and all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, or future infringement of the rights assigned to Assignee hereunder.

3. Assignor hereby agrees to execute all papers and to perform such other proper acts as Assignee may deem reasonably necessary to secure to Assignee the rights hereby transferred.

WHEREFORE, Assignor has caused this Trademark Assignment to be duly executed below, on the date indicated.

Dated: June 27, 2000

  
Name: James Moy  
Assignor