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09-18-2000



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

**RECORDATION FORM COVER SHEET
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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

Name TutorSoft, LLC Execution Date
Month Day Year
08182000

Formerly _____ 75629936

- Individual General Partnership Limited Partnership Corporation Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Massachusetts

Receiving Party

Mark if additional names of receiving parties attached

Name Rocket Software, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) Two Apple Hill Drive

Address (line 2) Suite 203

Address (line 3) Natick City MA State/Country 01760 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 Massachusetts

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Mail documents to be recorded with required cover sheet(s) information to:
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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)

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.

Christopher R. Elbring

Name of Person Signing

Signature

8/18/01

Date Signed

BILL OF SALE

FOR VALUE RECEIVED, the undersigned Peter R. Richardson (Seller) for and on behalf of TutorSoft, LLC of 30 Crehore Road, Chestnut Hill, MA 02467-3255, hereby sells, transfers, conveys, assigns and delivers unto Rocket Software, Inc. of Two Apple Hill Drive, Natick, MA 01760 (Buyer), and its successors and assigns forever, the following assets and other claims, rights and interests related to the Subject Business:

(i) all of the Seller's right, title and interest in and to the ShowIt software programs and its prototypes, including copies of all source code, design documentation, test plans, end user documentation, object code, media or documentation embodying such ShowIt software programs, of those ShowIt software programs (the "ShowIt Software Programs") consisting of those ShowIt Software Programs listed on Schedule 1.1;

(ii) all of the Seller's right, title and interest in and to all intangible property rights associated with the ShowIt Software Programs, including but not limited to inventions, discoveries, trade secrets, processes, formulas, know-how, United States and foreign trademark registrations, copyrights, copyright registrations, and all licenses and other agreements to which the Seller is a party (as licensor or licensee) or by which the Seller is bound relating to any of the foregoing kinds of property or rights to any "know-how" or disclosure or use of ideas, relating to the ShowIt Software Programs (collectively, the "Intangible Property"), consisting of the Intangible Property set forth on Schedule 1.1;

(iii) all rights and benefits of the Seller under any existing customer agreements, consulting agreements, supply agreements, sales pipelines, OEM agreements, distributor agreements, and licenses (other than those generically available and used in the conduct of any software business), relating to the ShowIt Software Programs;

(iv) all production records, technical, training, manufacturing and procedural manuals, procedures for product generation and testing of ShowIt Software Programs, user publications, sales manuals, designs, specifications, drawings, brochures, catalogues, sales and marketing materials, customer lists, reseller lists, employment records, studies, reports, summaries, historical information and documentation used in supporting customers, and any other information which has been reduced to writing or electronic form, relating to the ShowIt Software Programs;

(v) all rights of the Seller under express or implied warranties from the suppliers of the Seller with respect to the ShowIt Software Programs; and

(vi) access to the installed base of existing customers of ShowIt Software Programs.

Seller warrants and represents that he has good title to said property, full authority to sell and transfer same and that said goods and chattels are being sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.

Seller further warrants that it shall sully defend, protect, indemnify and save harmless the Buyer and its lawful successors and assigns from any and all adverse claim, that may be made by any party against said goods.

It is provided, however, that Seller disclaims any implied warranty of condition, merchantability or fitness for a particular purpose. Said goods being in their present condition "as is" and "where is."

IN WITNESS WHEREOF, this Bill of Sale is executed on:

14 August 2000 [Date]

BY:

 [Signature of Seller]

Peter R. Richardson [Typed Name]

 [Signature of Witness]

Melissa Welch [Typed Name]