

FORM P.T.O. 1618A
Expires 06/30/99
OMB 0651-0027

10-06-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
TRADEMARK

8.9.00
RECOR



Our Ref: 42646-0000

101480928

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 ☐ Effective Date
Month Day Year
May 18, 2000

☐ Change of Name

☐ Other _____

Conveying Party

____ Mark if additional names of conveying parties attached

Name ServiceWare, Inc.

Execution Date
Month Day Year

May 18, 2000

Formerly _____

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other _____

☒ Citizenship/State of Incorporation/Organization Pennsylvania

Receiving Party

____ Mark if additional names of receiving parties attached

Name ServiceWare Technologies, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 333 Allegheny Avenue

Address (line 2) Oakmont, Pennsylvania 15319

Address (line 3) _____

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other _____

☒ Citizenship/State of Incorporation/Organization Delaware

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.)

FOR OFFICE USE ONLY

10/05/2000 MTHA11 00000317 134520 2303097

01 FC:481 40.00 CH
02 FC:482 75.00 CH

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

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 202/467-7762

Name Jason I. Hewitt, Esq.

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP

Address (line 2) 1800 M Street, N.W.

Address (line 3) Washington, D.C. 20036-5869

Pages

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

3

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

Mark if additional numbers are 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)

2,303,097
2,020,849
2,191,831
1,919,047

Number of Properties Enter the total number of properties involved.

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 115.00

Method of Payment: Enclosed _____

Deposit Account X _____

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: 13-4520

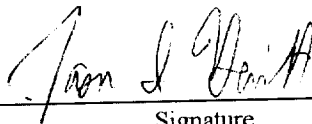
Authorization to charge additional fees: Yes X No _____

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.

Jason I. Hewitt, Esq.

Name of Person Signing


Signature

8/10/00
Date Signed

ASSIGNMENT

This Assignment is made as of May 18, 2000, by and between SERVICWARE, INC., a corporation presently subsisting under the laws of the Commonwealth of Pennsylvania, ("Assignor"), and SERVICWARE TECHNOLOGIES, INC., a corporation duly organized and existing under the laws of the State of Delaware ("Assignee"), and

WHEREAS, Assignor is the sole owner of the issued patents listed in Exhibit A ("Patents") attached hereto and the Trademarks set forth in Exhibit B (and the goodwill associated therewith); and

WHEREAS, Assignee is changing from a Pennsylvania corporation to a Delaware corporation by way of merger, with Assignor as the surviving corporation.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignor does hereby sell, assign, and transfer to Assignee, its lawful successors and assigns, the entire right, title and interest in and to, subject to the rights previously granted by the Assignor, (i) the United States patents described in the attached Exhibit A (hereby incorporated by reference as if fully set forth herein), together with the inventions described therein, and any extensions, reissues, substitutes, divisions, renewals, continuations, and continuations-in-part thereof, the same to be held by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term of such patents, and (ii) the Trademarks (and goodwill associated therewith), as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment had not been made; together with the right to apply for foreign patents or other forms of protection, and all claims for damages by reason of past infringement or misappropriation of any Intellectual Property and the right to sue for, and collect the same for, its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives.

2. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue any and all patents on such inventions or resulting from such applications, or any divisions thereof, to Assignee as assignee thereof.

3. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, that it has not executed any agreements in contravention of this Assignment, and that it will execute all documents, and take all actions, that may be necessary to conform this Assignment.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date first set forth above.

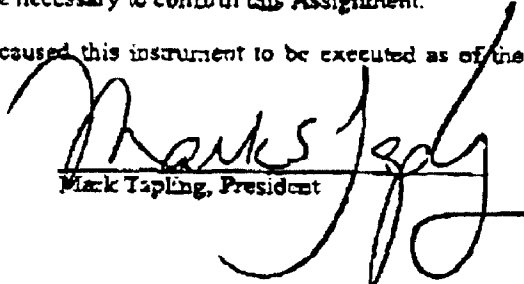

Mark Tapling, President

EXHIBIT A

<u>Patent No.</u>	<u>Description</u>	<u>Country</u>
5,797,135	Software structure for data delivery on multiple engines	United States
5,787,234	System and Method for Representing and Retrieving Knowledge in an Adaptive Cognitive Network	United States

1-P25603399.1

EXHIBIT B

<u>Trademarks</u>	<u>Trademark Number</u>
1. SERVICEWARE	2,303,097
2. KNOWLEDGE-PAKS	2,020,849
3. KNOWLEDGE-PAK DESKTOP SUITE	2,191,831
4. COGNITIVE PROCESSOR	1,919,047

1-PJ/63319.1