

11-14-2000



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FORM PTO-1618A

Expires 6/30/99
OMB 0651-0027

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

RECORDATION FORM COVER SHEET
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10-27-60

TO: The Commissioner of Patents and Trademarks: Please record the attached original documents(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
[]
- Change of Name
- Other []

Conveying Party

Mark if additional names of receiving parties attached

Execution Date
Month Day Year

Name **Impact Business Systems, Ltd**

01202000

Individual General Partnership Limited Partnership Corporation Association

Other []

Citizenship **United Kingdom**

Receiving Party

Mark if additional names of receiving parties attached

Name **Ardent Software, Inc.**

Address (line 1) **50 Washington Street**

Address (line 2) **Westboro, MA 01581**

Individual General Partnership Limited Partnership Corporation Association

Other

State of Incorporation **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

Public burden reporting for this collection of information is estimated to average 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 0511-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT 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

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TRADEMARK
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Domestic Representative Name and Address

Enter the first Receiving Party Only

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Correspondence Name and Address

Area Code and Telephone Number

Name **Allyn Taylor, Esq.** (650) 833-2170
Address (line 1) **Gray Cary Ware & Freidenrich LLP**
Address (line 2) **400 Hamilton Avenue**
Address (line 3) **Palo Alto, CA 94301**
Address (line 4)

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)		
[]	[]	[]	1761985	[]	[]
[]	[]	[]	[]	[]	[]
[]	[]	[]	[]	[]	[]

Number of Properties

Enter the total amount of properties involved. **1**

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): **\$40.00**

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: **07-1907**

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 a deposit account are authorized, as indicated herein.

Allyn Taylor
Name of Person Signing

[Signature]
Signature

10/27/02
Date Signed

AGREEMENT FOR TRANSFER OF TRADEMARKS

THIS AGREEMENT FOR TRANSFER OF TRADEMARKS (this "Agreement") dated as of, ("Effective Date"), is entered into by and among Impact Business Systems, LTD, a U.K. corporation, with an address of 2 LITTLE GOLDINGES CLAYSLANE WUGHTON, ESSEX, UK and David Robertshaw an individual with an address of 2 LITTLE GOLDINGES CLAYSLANE, WUGHTON, ESSEX, UK ("Assignors"), and Ardent Software, Inc ("Assignee"), a United States corporation incorporated in the state of Delaware with an address of 50 Washington Street, Westboro, MA 01581

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee, intending to be legally bound, hereby agree as follows:

Section 1

DEFINITIONS

The following capitalized terms shall have the following meaning in this Agreement:

1.1 Subsidiary means a corporation, company, or other entity (1) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are owned or controlled, directly or indirectly, by a party hereto, or (2) that does not have outstanding shares or securities, as may be the case in a partnership, joint venture, or unincorporated association, but more than fifty percent (50%) of the ownership interest representing the right to make the decisions for such corporation, company, or other entity is, now or hereafter, owned or controlled, directly or indirectly, by a party hereto. Such corporation, company, or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

1.2 Trademark Interests means the marks as set forth on Schedule A including existing registrations of such marks together with all other trademark or service mark interests in such marks accruing by reason of international trademark conventions, accompanied by the goodwill of all business connected with the use of and symbolized by such marks including the right to sue for, settle, or release any past, present, or future infringement thereof or unfair competition involving the same ("Trademark Interests").

Section 2

CONVEYANCE OF RIGHTS

As of the Effective Date, Assignor, for itself and its Subsidiaries, transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee, in perpetuity (or for the longest period of time otherwise permitted by law), all of Assignor's and its Subsidiaries' right, title, and interest in and to the

Trademark Interests. Assignor further transfers and assigns the right to file for and obtain registrations of the Trademark Interests anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignor covenants not to use or display the Trademark Interests, or any mark confusingly similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Trademark Interests, any applicable registrations thereof or the ownership of the Trademark Interests by Assignee.

Section 3

DELIVERY AND ASSISTANCE

3.1 Reference Materials for Trademark Interests. To effect the transfer of ownership of the Trademark Interests to Assignee, including the goodwill of all business connected with the use of and symbolized by the Trademark Interests, Assignor shall

1. Provide Assignee with information and documentation regarding the standards and specifications applicable to the Trademark Interests;
2. Assist Assignee, at its request, in adopting such standards and specifications; and
3. Furnish Assignee with the files evidencing all proceedings involving the Trademark Interests and consent to Assignee's communication with Assignor's counsel familiar with such proceedings.

3.2 Further Assurances. Assignor agrees at Assignee's reasonable request to execute and deliver such further conveyance agreements, and to take such further action, as may be necessary or desirable to evidence more fully the transactions described in this Agreement. Without limiting the generality of such undertaking, Assignor agrees

1. To execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Trademark Interests;
2. To provide testimony and other evidence in connection with any proceeding affecting the right, title, or interest of Assignee in the Trademark Interests; and
3. To perform any other acts deemed necessary to carry out the intent of this Agreement.

3.3 Recordings. An executed copy of this Agreement may be filed with the U.S. Patent and Trademark Office and equivalent agencies in other countries by either party at any time.

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Section 4

REPRESENTATION AND WARRANTIES; INDEMNIFICATION

4.1 Representations and Warranties. Assignor represents and warrants that (1) Assignor is the sole and exclusive owner of the entire right, title, and interest in and to the Trademark Interests free and clear of any liens or claims; (2) to the knowledge of Assignor, the Trademark Interests, as heretofore exercised in connection with Assignor's business, do not infringe the rights of any other person or entity; (3) to the knowledge of Assignor, no claim of any such infringement or violation has been threatened or asserted, and no such claim is pending against Assignor, its Subsidiaries, or its end-user customers; and (4) the execution, delivery, and performance of this Agreement by Assignor do not and will not violate any security agreement, indenture, order, or other instrument to which Assignor is a party or by which it or any of its assets is bound.

4.2 Indemnification. Assignor agrees to indemnify and hold harmless Assignee, its successors and assigns, including any Subsidiary, officer, director, employee, agent, contractor, licensee, or customer, from and against any loss, liability, claim, or damage (including court costs and reasonable attorney fees) sustained by it or them as a result of a claim or allegation that the Trademark Interests infringe any trademark, or other intellectual property right of any third party. If such a claim arises, or in either party's judgment is likely to arise, Assignee agrees to allow Assignor, at Assignor's option, to procure the right to permit the continued exercise of such rights in the Trademark Interests or to replace, relabel, or modify them without material changes to their form, fit, function, or footprint so they become noninfringing; if neither of the foregoing is available on terms that are reasonable in the parties' judgment, Assignee may, at its option, return all copies of the Trademark Interests and receive reimbursement of all amounts paid to Assignor. The foregoing remedial actions, however, shall not relieve Assignor of its indemnity obligations with respect to any loss, liability, or damage that has or may be incurred with respect to existing Trademark Interests. In connection with the foregoing indemnity obligations, Assignee shall (1) give Assignor prompt written notice of any claim, demand, or action for which indemnity is sought; (2) cooperate reasonably in the defense or settlement of any such claim, demand, or action; and (3) obtain the prior written consent of Assignor to any settlement (which consent shall not be unreasonably withheld) if Assignor is adversely affected thereby.

Section 5

GENERAL

5.1 Successors and Assigns. This agreement shall inure to the benefit of and be binding on the parties hereto, together with their respective legal representatives, successors, and assigns.

5.2 Governing Laws. This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the United States of America.

5.3 Headings. The headings of the Sections hereof are for convenience of reference only

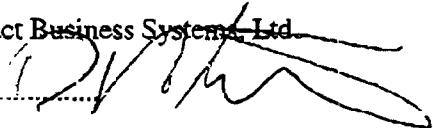
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and shall not modify, define, or limit any of the terms or provisions hereof.


5.4 Limitation of Liability. EXCEPT FOR ASSIGNORS' INDEMNITY OBLIGATIONS UNDER SECTION 4.2 ABOVE NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, FORESEEABLE OR RELIANCE DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFITS ARISING OUT OF THIS AGREEMENT EVEN IF THE DEFENDING PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

5.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, representations, and understandings related to the subject matter of this Agreement. No modifications of this Agreement shall be binding on either party unless set forth in writing and signed by both parties.

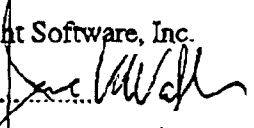
IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

Impact Business Systems Ltd
By: 
Name: DAVID ROBERTSHAW
Title: DIRECTOR

JAN 20, 2000

David Robertshaw
By: 
Name: DAVID ROBERTSHAW
Title: S

JAN 20, 2000

Ardent Software, Inc.
By: 
Name: JAMES K WALSH
Title: Vice President and General Counsel

SCHEDULE A

MARKS

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