

10/13/00
MRD

11-17-2000

Patent and Trademark Office

Attorney Docket No: CREO223925

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To the Honorable Commissioner for Tr



documents or copy thereof.

1. Name of conveying party:

101519402

Address of receiving party:

Intense Software Incorporated

Name: Creo Products Inc.

Address: 3700 Gilmore Way

City: Burnaby, British Columbia, Canada V5G 4M1

- Individuals Association
- General Partnership Limited Partnership
- Corporation - of the Province of British Columbia, Canada
- Other _____

- Individual(s) citizenship _____
- Association State of _____
- General Partnership State of _____
- Limited Partnership State of _____



10-13-2000

U.S. Patent & TMO's/TM Mail Rpt Dt. #10

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

- Corporation- of Canada _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

Execution date: May 19, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No(s). 75/920,939

B. Trademark Registration No(s).

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed.

Bruce E. O'Connor, Esq.
CHRISTENSEN O'CONNOR
JOHNSON KINDNESS^{PLLC}
1420 Fifth Avenue
Suite 2800
Seattle, WA 98101-2347
206.682.8100

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Check No. 121364 in the amount of \$40.00 is enclosed.

8. The Commissioner is authorized to charge any fees that may be required or credit any overpayment to Deposit Account Number 03-1740.

DO NOT USE THIS SPACE

9. 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.

Bruce E. O'Connor
Name of Attorney or Agent
Registration No. 24,849
Direct Dial 206.695.1700

10/10/00

Signature

Date

Total number of pages including cover sheet, attachments and document: 4

OMB No. 0651-0011 (exp. 4/94)

I hereby certify that this correspondence is being deposited with the U.S. Postal Service in a sealed envelope as first class mail with postage thereon fully prepaid addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Date: 10/10/00

ASSIGNMENT OF TRADE-MARKS

THIS AGREEMENT made the 30th day of May, 2000;

BETWEEN:

CREO PRODUCTS INC., a company incorporated under the laws of Canada with an office address at 3700 Gilmour Way, Burnaby, British Columbia, V5G 4M1;

(the "Assignee")

AND:

INTENSE SOFTWARE INCORPORATED, a corporation incorporated under the laws of the Province of British Columbia with an office address at 200 – 505 Hamilton Street, Vancouver, British Columbia, V6B 2R1,

(the "Assignor")

WITNESSES THAT WHEREAS under and by virtue of an agreement of purchase and sale dated as of the 19th day of May, 2000 between the Assignor and the Assignee (the "Asset Purchase Agreement"), the Assignor sold to the Assignee certain assets as more particularly described in the Asset Purchase Agreement, including without limitation the trade marks described in Schedule "A" attached hereto (the "Trade-marks");

AND WHEREAS the Assignee is desirous of acquiring the right to use the Trade Marks;

NOW THEREFORE, for good and valuable consideration now paid by the Assignee to the Assignor pursuant to the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the parties hereto agree as follows:

1. The Assignor hereby sells, assigns, and transfers to the Assignee the whole right, title, and interest of the Assignor in and to the Trade-marks and the registrations thereof, together with the goodwill of the business relating to the goods and/or services in respect of which the Trade-marks are registered to the Assignor, the same to be held as fully by the Assignee as the same would have been held by the Assignor had this Assignment not been made.
2. The Assignor hereby represents and warrants that the Assignor is now rightfully possessed of and entitled to, and now has good right, title and authority to sell, assign and transfer unto the Assignee the Trade-marks and goodwill hereinbefore described and that the Assignor is registered as owner of those Trade-marks which are described in Schedule "A" as being registered.
3. The Assignor covenants and agrees with the Assignee, its successors, and assigns, that it will from time to time and at all times hereafter, upon every reasonable request of the Assignee, its successors and assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by the Assignee, its

successors and assigns, for more effectually and completely vesting in the Assignee, its successors and assigns, the Trade-marks and goodwill hereby sold, assigned and transferred in accordance with the terms hereof.

4. The Assignee hereby appoints Getz Prince Wells whose full post office address in Canada is Suite 1810, 1111 West Georgia Street, Vancouver, British Columbia, V6E 4M3 as the firm to which any notice in respect of any application or registration may be sent, and upon which service of any proceedings in respect of any application or registration may be given or served with the same effect as if they had been given to or served upon the Assignor.

5. All terms with initial capitals used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.


6. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7. This Agreement may be executed by facsimile and in two or more counterparts, each of which will be deemed to be an original and all of which will constitute one agreement.

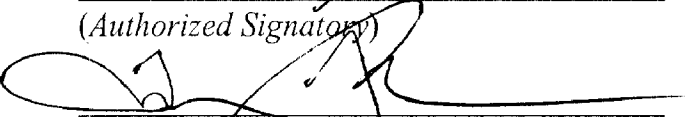
IN WITNESS WHEREOF this Agreement has been executed by the Assignor and the Assignee on the day and the year first above written.

CREO PRODUCTS INC.

By:



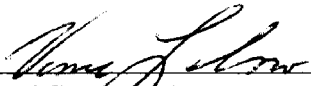
(Authorized Signatory)



(Authorized Signatory)

INTENSE SOFTWARE INCORPORATED

By:



(Authorized Signatory)

(Authorized Signatory)

SCHEDULE "A"
of
TRADE MARK ASSIGNMENT AGREEMENT

"Intense Software" trademark application filing in the United States on February 16,2000.

Trade Mark

Canadian Registration Number

United States Registration Number