

12-06-2000



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(11.20.00)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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

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" value="1498445"/>	<input type="text" value="1845075"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1561974"/>	<input type="text" value="1956351"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2118772"/>	<input type="text" value="1956352"/>	<input type="text"/>

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.

GRANT D. Beckwith
Name of Person Signing


Signature

11-9-2000
Date Signed

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement") is entered into as of this 8th day of September, 2000 by and between **VenturCom, Inc.**, a Massachusetts corporation having a principal place of business at Five Cambridge Place, Cambridge, MA 02142 ("Assignee") and **Phar Lap Software, Inc.** a Massachusetts corporation having a principal place of business at 60 Aberdeen Avenue, Cambridge, MA 02138 ("Assignor").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement") pursuant to which Assignor assigns and Assignee acquires all of Assignor's intellectual property rights described on Schedule 2.10 of the Purchase Agreement (the "Intellectual Property") and attached hereto as Exhibit A;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Intellectual Property and the goodwill appurtenant thereto;

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, the entire right, title and interest in and to the Intellectual Property and the business and goodwill of the business in connection with which the aforesaid Intellectual Property has been used; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to said Intellectual Property, together with the business and goodwill of the business in connection with which the aforesaid Intellectual Property have been used, and all registrations and applications therefor, in The Commonwealth of Massachusetts, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of The Commonwealth of Massachusetts, in the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Intellectual Property; (2) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Intellectual Property, including, but not limited to, testifying as to any facts relating to the Intellectual Property assigned herein and this Assignment; (3) in obtaining any additional trademark, copyright or other protection for the Intellectual Property that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, in Massachusetts, or for any or all foreign countries; and (4) in the implementation or perfection of this Agreement.

3. Miscellaneous. This Agreement represents the entire agreement and understanding between the parties and may not be amended except by the written agreement of the parties. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

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

PHAR LAP SOFTWARE, INC.

By: Robert W. Moote
Robert W. Moote
Vice President

SEPTEMBER 8
~~August~~, 2000

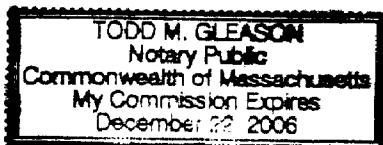
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

Then personally appeared the above-named Robert W. Moote, Vice President of Phar Lap Software, Inc., and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me,

Todd M. Gleason
Notary Public
My Commission Expires _____

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TRADEMARK
REEL: 002188 FRAME: 0173

Registered Trademarks

1.	Frontrunner	1,498,445
2.	Phar Lap	1,561,974
3.	Phar Lap Software and design	2,118,772
4.	TNT DOS-Extender	1,845,075
5.	TNT Embedded Kernel	1,956,351
6.	TNT Embedded Toolsuite	1,956,352

Registered Copyrights

1.	286 DOS-EXTENDER	TX 3-851-548
2.	286 DOS-EXTENDER	TX 3-843-625
3.	286 DOS-Extender Developer's Guide	TX 3-929-237
4.	286 DOS-Extender Developer's Guide	TX 3-929-647
5.	286 DOS-Extender Developer's Guide	TX 3-998-617
6.	286 DOS-Extender Reference Manual	TX 3-843-739
7.	286 DOS-Extender Reference Manual (Second Edition)	TX 3-730-053
8.	Microsoft Fortran Users: READ ME FIRST	TX 3-806-769
9.	Guide to Technical Support	TX 3-776-063
10.	Microsoft C & C++ User's Guide to 286 DOS-Extender	TX 3-929-238
11.	Microsoft C & C++ User's Guide to 286 DOS-Extender	TX 3-998-618
12.	Borland C++ User's Guide to 286 DOS-Extender	TX 3-929-236
13.	Borland C++ User's Guide to 286 DOS-Extender	TX 3-929-646
14.	Borland C++ User's Guide to 286 DOS-Extender	TX 3-987-164
15.	286 DOS-Extender Software Development Kit Release Notes for Version 3.0	TX 3-897-157
16.	Borland C++ Users: READ ME FIRST	TX 3-897-159
17.	Microsoft C&C++ Users: READ ME FIRST	TX 3-897-158