

12-12-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

D.H. 80

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
10 06 00

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)

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

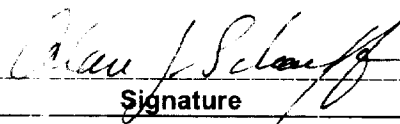
No

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.

Alan J. Schaeffer

Name of Person Signing



Signature

12/12/00

Date Signed

ASSIGNMENT OF TRADEMARK AGREEMENT

This Assignment Agreement is made and entered into as of this 6th day of OCTOBER, 2000 by and between Vision Software, Inc., a Delaware corporation, with a business address of 9 Equestrian Court, Derwood, Maryland 20855 ("Assignor"), and MetrixPoint, Inc., a Delaware corporation, with a business address of 14920 Mount Nebo Road, Poolesville, MD 20837 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, used, is using and is the owner of the following mark (the "Trademark") and its federal trademark application now pending before the United States Patent and Trademark Office ("USPTO"):

<u>Trademark</u>	<u>Serial No.</u>	<u>Application Filing Date</u>
EZFORECAST	78006755	May 4, 2000

WHEREAS, Assignee is desirous of obtaining the rights to the Trademark so that it may use the Trademark itself and license others to do so.

NOW THEREFORE, in consideration of the promises and covenants set forth hereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. ASSIGNMENT. Assignor hereby assigns to Assignee all right, title and interest in the Trademark to use as the Assignee desires.
2. DUTIES OF PARTIES. Assignor will cooperate to the fullest extent possible with Assignee by taking such actions necessary to effectuate the terms of this Agreement. Such actions will include the prompt execution by Assignor of any and all documents needed to duly record with the USPTO the transfer of the Trademark to the Assignee.

IN WITNESS WHEREOF, the parties hereto have executed on the date first written above.

WITNESS:

Melissa E. Scheel

ASSIGNOR:

VISION SOFTWARE INC.

Melissa E. Scheel
By: President
MELISSA E. SCHEEL

ATTEST:

Melissa E. Scheel

ASSIGNEE:

METRIXPOINT, INC.

Brett D. Michaels
By: **Brett D. Michaels, President and Chief Executive Officer**