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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101580924

original document or copy thereof.

Address of Party(ies) receiving an interest:

To the Honorable Commissioner of Patents

1. Name of Party(ies) conveying an interest:

Sylvain Faust, Inc.
880 Boulevard de la Carrière, Suite 130
Hull, Quebec, Canada J8T 8J1

BMC Software, Inc.
2101 City West Blvd.
Houston, Texas 77042

- Individual(s)
- General Partnership
- Corporation - Canada
- Other
- Association
- Limited Partnership

- Individual
- General Partnership
- Corporation - Delaware
- Other
- Citizenship
- Association
- Limited Partnership

3. Interest Conveyed:

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

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

Effective Date: November 1, 2000

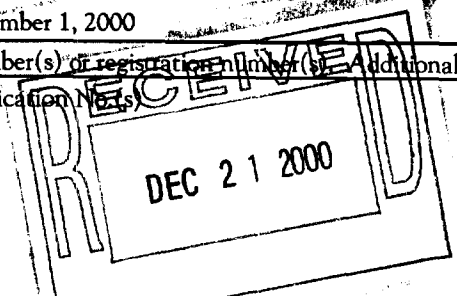
4. Application number(s) of registration in [] number(s) Additional sheet attached?

Yes No

A. Trademark Application No(s)

B. Trademark Registration No.(s)

1,909,531



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

Name: Anita Nesser, Esq.
Internal Address: Baker Botts L.L.P.
Street Address: 2001 Ross Avenue
City: Dallas
State: Texas Zip: 75201

6. Number of applications and registrations involved: 1

7. Amount of fee enclosed or authorized to be charged: \$40.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):
N/A

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.

December 21, 2000
Date

Anita Nesser
Name of Person Signing

Signature

Total number of pages including cover sheet 6

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

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Mail documents to be recorded with required cover sheet information:

01/11/2001 MTHA11 00000215 1909531

Commissioner of Patent and Trademarks
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ASSIGNMENT OF TRADE-MARKS

THIS AGREEMENT made this 27th day of October, 2000

BETWEEN

SYLVAIN FAUST INC., a corporation incorporated under the laws of the Province of Quebec
(hereinafter referred to as the “**Assignor**”)

- and -

BMC SOFTWARE, INC., a corporation incorporated under the laws of the State of Delaware
(hereinafter referred to as the “**Assignee**”)

WHEREAS pursuant to an asset purchase agreement dated as of September 29, 2000 (the “**Asset Purchase Agreement**”) between the Assignor and the Assignee, the Assignor agreed to sell, assign and transfer to the Assignee certain of the Assignor’s assets (the “**Purchased Assets**”), including, without limitation, the Trade-Marks (as hereinafter defined);

AND WHEREAS this assignment of trade-marks (the “**Agreement**”) constitutes an assignment of the Trade-Marks to the Assignee as contemplated by the Asset Purchase Agreement.

NOW THEREFORE IN CONSIDERATION of the premises and the mutual agreements and covenants contained in this Agreement and for other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the parties hereto agree as follows:

1. **Definitions.** Unless otherwise specifically defined herein or the context otherwise requires, all capitalized terms used in this Agreement shall have the meanings given to them in the Asset Purchase Agreement.
2. **Addresses.** The addresses and principal places of business of the parties hereto are as follows:

Assignor: Suite 130
880 De La Carrier
Hull, Québec
J8Y 6T5

Assignee: 2101 CityWest Blvd.,
Houston, Texas, U.S.A.
77042

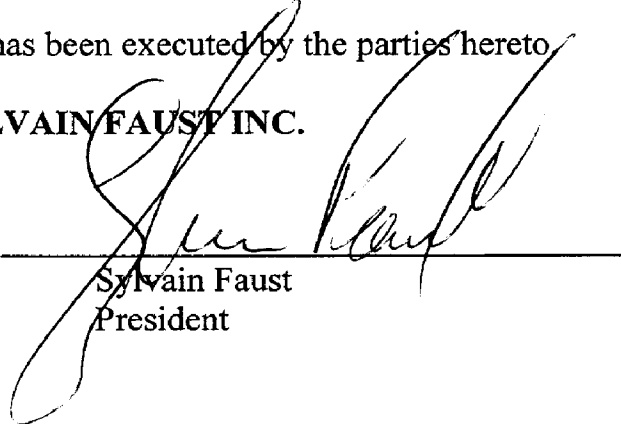
3. **Assignment.** The Assignor hereby irrevocably assigns, sells, transfers and sets over to and in favour of the Assignee all of the Assignor's right, title and interest in Canada, the United States and worldwide in and to any and all trade-marks, including, without limitation, the trade-marks, logo's and other items listed in Schedules "A" and "B" hereto, any copyright in the designs forming part of the trade-marks and any registrations in respect thereof (the "**Trade-marks**"), along with the goodwill associated with the Trade-marks and the right to sue for past infringement and to receive remedies in respect of any such suits, and to retain any damages as a result of such action, (collectively with the Trade-marks, the "**Intellectual Property Rights**").
4. **Registration of Assignment.** The recording or registration of the assignments granted hereunder shall be in the sole discretion of, and shall be the sole responsibility of, the Assignee however the Assignor agrees to execute any instruments necessary, and do all other things necessary, to ensure the Assignee can record and register the assignments.
5. **Third-Party Licenses.** The Assignor represents and warrants to the Assignee that, except for third-party licences authorizing the Assignor to use Trade-marks (which licences have been assigned to the Assignee as part of the Purchased Assets), the Intellectual Property Rights are owned exclusively by the Assignor free and clear of all Encumbrances, are distinctive of the Assignor's goods and services, and the Assignor has all right and authority to assign the Intellectual Property Rights to the Assignee hereunder.
6. **Exploitation of Rights.** The exploitation by the Assignee of any of the rights granted hereunder shall not in any way violate any law or infringe upon any rights belonging to any third-party.
7. **Agent.** The Assignee hereby appoints Gowling Lafleur Henderson LLP, whose full post office address in Canada is Suite 4900, Commerce Court West, Toronto, Ontario M5L 1J3, as the firm to whom any notice with respect to any registrations relating to this Agreement may be sent and upon whom service of any proceedings in respect thereof may be given or served with the same effect as if they had been given to or served upon it.
8. **Enurement.** The provisions of this Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.
9. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the Province of Québec and the federal laws of Canada applicable therein.
10. **Notice.** Any notice or other communication required or permitted to be given hereunder or for the purposes hereof to any party to this Agreement shall be deemed to have been sufficiently given if given in the manner specified in Section 10.3 of the Asset Purchase Agreement.

11. **Counterparts.** This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto

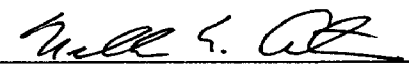
SYLVAIN FAUST INC.

Per: _____


Sylvain Faust
President

BMC SOFTWARE, INC.

Per: _____


William M. Austin
Senior Vice President

SCHEDULE "A"

REGISTERED TRADEMARKS

Mark	U.S. Patent and Trade-marks Registration Number	Registration Date
SQL-Programmer	1,909,531	August 1, 1995

SCHEDULE "B"

UNREGISTERED TRADEMARKS, LOGO'S, ETC.

1. Sylvain Faust Intl.
2. Sylvain Faust Intl. (SFI)
3. SFI Int'l
4. SYLVAIN FAUST INTL. Delivering SQL Solutions Since 1988
5. Sylvain FAUST INTL. & Design*
6. Sylvain FAUST INC. & Design*
7. SQL-Programmer IX
8. SQL-Programmer with PL/SQL Debugger for Oracle
9. SQL-Programmer & Design (half globe with streak)*
10. SQL-Programmer The Complete Development Environment for SQL Programers & Design*
11. Trademark (colour, shape and size) of the "SQL-Programmer" box
12. SQL-Optimizer DBA
13. SQL-Optimizer & Design (globe with lightening)*
14. SQL-Optimizer The Performance Optimizer for SQL Databases & Design*
15. Trademark (colour, shape and size) of the "SQL-Optimizer" box*
16. SQL-Sombrero & Design (Sombrero hat on the "S" of Sombrero)*
17. SQL-Sombrero & Design (mexican man juggling letters)*
18. SQL-Sombrero/OCX & Design (Sombrero hat on the "S" of Sombrero)*
19. Trademark (colour, shape and size) of the "SQL-Sombrero" box*
20. CompressIT
21. CompressIT/VBX/OCX (specifically listed as trademark of Sylvain Faust Inc.)
22. CompressIT/VBX/OCX & Design (Elephant compressing the "D" of the word "data")*
23. Intentionally Deleted
24. SQL-Documenter
25. SQL-Clinic
26. SQL-Optimizer The Intelligent SQL Monitor & Design*

* see sample attached