

FORM PTO-1618A
Expires 06/30/99
OMB 0651-027

05-17-2001

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

MRD 5-8.01

101690089

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 ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year
03201998

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
03201998

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)

CT

State/Country

06095-0760

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other

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.)

☒ Citizenship/State of Incorporation/Organization

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002251 FRAME: 0933

FORM PTO-1618B

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U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

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 860-275-6496

Name

Diane Duhaime, Esq.

Address (line 1)

CityPlace II

Address (line 2)

10th Floor

Address (line 3)

Hartford, CT 06103

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

2

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)

1610442

1618511

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

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:

#

02-4270

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.

Diane Duhaime

Name of Person Signing

Signature

July 25, 2000

Date Signed

DRAFT 4/26/01

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

AFFIDAVIT

STATE OF CONNECTICUT :
COUNTY OF HARTFORD : : ss. Windsor

-----X
Marks: PROJECT AND PROJECT-PLUS

Registration Nos.: 1610441 and 1618511
-----X

Anthony R. Guarascio, being duly sworn, deposes and says:

1. I am the Chief Financial Officer of SS&C Technologies, Inc., a Delaware corporation with offices at 80 Lamberton Road, Windsor, CT 06095-0760 (the "Company").
2. I have held the position of Chief Financial Officer of the Company since October, 1998.
3. I am authorized to make this Affidavit on behalf of the Company and all statements I make are true to the best of my personal knowledge or are derived from public records, or the Company's records which are maintained in the regular course of business.
4. I submit this Affidavit to verify the Company's current ownership of Registration Nos. 1610441 and 1618511 (the "Marks").
5. The U.S. Patent and Trademark Office issued Registration Nos. 1610441 and 1618511 to Financial Automation, Ltd., an Illinois corporation ("Financial Automation").
6. I held the position of Treasurer of Financial Automation from ~~March 29~~ ^{about Oct} 1998 until February 1, 2000, the date that Financial Automation was dissolved.

7. As a result of the dissolution of Financial Automation, there are no company representatives or officers available to execute the transfer of the Marks to the Company; however, Quantra Corporation, a Delaware corporation ("Quantra"), owned substantially all of the assets of Financial Automation, which assets included the Marks.
8. On March 20, 1998, Quantra and the Company entered into an Asset Purchase Agreement whereby the Company purchased substantially all of the assets of Quantra, which assets included the Marks. Attachment A consists of the pages of said Asset Purchase Agreement which pages demonstrate that Quantra transferred to the Company all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.
9. Accordingly, for the reasons stated above, the Company respectfully requests that the U.S. Patent and Trademark Office accept and record the filing of the Marks, as of the July 25, 2000 original filing date. Attachment B consists of the original filing of the assignment of the Marks, including an authorization to charge fees to Deposit Account No. 02-4270.

Anthony R. Guarascio
Chief Financial Officer
SS&C Technologies, Inc.

Subscribed and sworn to before me this
____ day of _____, 2001.

Commissioner of Superior Court
Notary Public
My Commission Expires:

Attachment A**ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (this "*Agreement*") is entered into as of March 20, 1998 by and among SS&C Technologies, Inc., a Delaware corporation (the "*Buyer*"), AEGON USA Realty Advisors, Inc., an Iowa corporation ("*AEGON*"), and Quantra Corporation, a Delaware corporation and wholly owned subsidiary of AEGON (the "*Seller*" and, together with AEGON, the "*Seller Entities*"). The Buyer and the Seller Entities are collectively referred to herein as the "*Parties*," and are sometimes individually referred to herein as a "*Party*."

PRELIMINARY STATEMENT

The Buyer desires to purchase, and the Seller desires to sell, substantially all of the assets and business of the Seller, for the consideration set forth below and the assumption of certain of the Seller's liabilities set forth below, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I**SALE AND DELIVERY OF THE ASSETS**

Section 1.1. Delivery of the Assets. (a) Subject to and upon the terms and conditions of this Agreement, at the closing of the transactions contemplated by this Agreement (the "*Closing*"), the Seller shall sell, transfer, convey, assign and deliver to the Buyer, and the Buyer shall purchase from the Seller, the following properties, assets and other claims, rights and interests:

(i) all inventories of raw materials, work in process, finished goods, office supplies, maintenance supplies, packaging materials, spare parts and similar items of the Seller (collectively, the "*Inventory*") which exist on the Closing Date (as defined below);

(ii) all accounts, accounts receivable, notes and notes receivable existing on the Closing Date which are payable to the Seller, including any security held by the Seller for the payment thereof, but excluding any account, account receivable, note or note receivable payable by any affiliate (as such term is defined in the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "*Securities Act*")) (an "*Affiliate*") of the Seller to the Seller (the accounts, accounts receivable, notes and notes receivable, including any related security therein, to be transferred to the Buyer pursuant hereto are collectively referred to herein as the "*Accounts Receivable*");

(iii) [Intentionally deleted];

(viii) all of the Seller's right, title and interest in and to all Intellectual Property (as defined in Subsection 2.24(g)) owned or, where not owned, used by the Seller in its business and to the extent transferable all licenses and other agreements to which the Seller is a party (as licensor or licensee) or by which the Seller is bound relating to the Intellectual Property;

(i) received notice of any litigation, warranty claim or products liability claims; or

(j) made any material change in the terms, status or funding condition of any employee benefit plan.

Section 2.20. Customers. Schedule 2.20 attached hereto sets forth a true, correct and complete list of the names and addresses of all customers of the Seller that accounted for more than 1% of the Seller's total sales in the fiscal year ended December 31, 1997. None of such customers has notified the Seller that it intends to discontinue its current relationship with the Seller.

Section 2.21. Suppliers. Schedule 2.21 attached hereto sets forth a true, correct and complete list of the names and addresses of the ten suppliers of the Seller that accounted for the largest dollar volume of purchases by the Company in the fiscal year ended December 31, 1997. None of such suppliers has notified either of the Seller Entities that it intends to discontinue its current relationship with the Seller.

Section 2.22. Bank Accounts. Schedule 2.22 attached hereto contains a true, correct and complete list of all bank, brokerage and investment accounts and safe deposit boxes in the name of or controlled by the Seller and the names of persons having access thereto.

Section 2.23. Prepayments and Deposits. Schedule 2.23 attached hereto sets forth all prepayments or deposits from customers for products to be shipped, or services to be performed, after the Closing Date which have been received by the Seller as of the date hereof.

→ *Section 2.24. Intellectual Property.* (a) The Seller owns or has the right to use all Intellectual Property (as defined in Subsection 2.24(g)) used in the operation of its business or necessary for the operation of the business as presently proposed to be conducted. Each item of Intellectual Property owned by the Seller will be transferred to the Buyer immediately following the Closing, and each such item of Intellectual Property available for use by the Seller will be available for use by the Buyer on identical terms and conditions immediately following the Closing. The Seller has taken all reasonable measures to protect the proprietary nature of each item of Intellectual Property, and to maintain in confidence all trade secrets and confidential information, that it owns or uses. To the knowledge of the Seller, no other person or entity has any rights to any of the Intellectual Property owned or used by the Seller (except pursuant to agreements or licenses specified in Schedule 2.16 and Schedule 2.24(c) attached hereto), and no other person or entity is infringing, violating or misappropriating any of the Intellectual Property that the Seller owns or uses.

(b) To the knowledge of the Seller, none of the activities or businesses conducted by the Seller infringes, violates or constitutes a misappropriation of (or in the past infringed, violated or constituted a misappropriation of) any Intellectual Property rights of any other person or entity. The Seller has not received any complaint, claim or notice alleging any

such infringement, violation or misappropriation, and to the knowledge of the Seller, there is no basis for any such complaint, claim or notice.

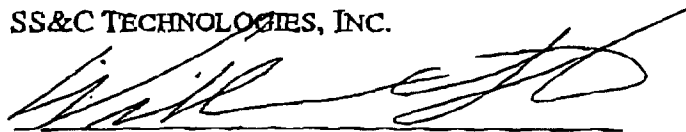
(c) Schedule 2.24(c) attached hereto identifies each (i) trademark, copyright and patent registration that has been issued to the Seller; (ii) pending trademark, copyright and patent application which the Seller has made and (iii) license or other agreement pursuant to which the Seller has granted any rights to any third party with respect to any of its Intellectual Property. The Seller has delivered to the Buyer correct and complete copies of all such patent, trademark and copyright registrations and applications (as amended to date) and such licenses and agreements (as amended to date) and has specifically identified and made available to the Buyer correct and complete copies of all other written documentation evidencing ownership of, and any claims or disputes relating to, each such item. Except as set forth in Schedule 2.24(c) attached hereto, with respect to each item of Intellectual Property that the Seller owns:

- (i) the Seller possesses all right, title and interest in and to such item;

(g) For purposes of this Agreement, "Intellectual Property" means all (i) patents, patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, reexamination, utility, model, certificate of invention and design patents, patent applications, registrations and applications for registrations; (ii) trademarks, service marks, trade dress, logos, trade names and corporate names and registrations and applications for registration thereof; (iii) copyrights and registrations and applications for registration thereof (including moral rights); (iv) mask works and registrations and applications for registration thereof; (v) computer software, data and documentation; (vi) trade secrets and confidential business information, whether patentable or unpatentable and whether or not reduced to practice, know-how, manufacturing and production processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information; (vii) other proprietary rights relating to any of the foregoing; and (viii) copies and tangible embodiments thereof.

Section 2.25. [Intentionally Deleted].

SS&C TECHNOLOGIES, INC.



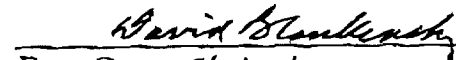
By: William C. Stone
Title: CEO

QUANTRA CORPORATION



By: Douglas A. Deon
Title: Vice President

AEGON USA REALTY ADVISORS, INC.



By: David Blankenship
Title: President