03-20-2001





3.12.01 REC

TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS: Please record the attached original documents or copy thereof.

1.	Name of conveying party(ies): (If multiple assignors, list numerically)	2. Name and address of receiving party(ies): Name: Platinum Technology, Inc. Internal Address: Street Address: 1815 South Meyers Road City: Oakbrook Terrace State: IL ZIP: 60181 () Individual () Association () General Partnership () Limited Partnership () Limited Partnership (X) Corporation - State: Dela () Other:				
	Platinum Software Corporation () Individual					
	() Association () General Partnership () Limited Partnership (X) Corporation - State - Delaware () Other: Additional name(s) of conveying party(ies) attached? () Yes (X) No					
	() , , , , , , , , , , , , , , , , , , ,	If assignee is not domiciled in the United States, a domestic representative designation is attached: () Yes (X) No (Designations must be a separate document from Assignment) Additional name(s) and address(es) attached? () Yes (X) No				
3.	Nature of conveyance:	4. Application number(s) or registration number(s):				
	(X) Assignment () Merger () Security Agreement () Change of Name () Other:	 a. Trademark Application No(s): 75/535,065; 75/488,612 b. Trademark Registration No(s): 1,499,288 				
	Execution Date: (If multiple assignors, list execution is in numerical order corresponding to numbers indicated in love) January 19, 1999	Additional numbers attached? () Yes (X) No				
5.	Name and address of party to whom correspondence concerning document should be mailed:	7. Total fee (37 CFR 3.41): \$90.00 (X) Enclosed				
	Name: Susan M. Moss, Esq. KNOBBE. MARTENS, OLSON & BEAR, LLP Customer No. 20,995 Internal Address: Sixteenth Floor	8. Deposit account number: 11-1410				
	Street Address: 620 Newport Center Drive City: Newport Beach State: CA ZIP: 92660 Attorney's Docket No.: ADBUS.	Please charge this account for any additional fees which may be required, or credit any overpayment to this account.				
6.	Total number of applications and registrations involved: 4					
9.	original document.	ion is true and correct, and any attached copy is a true copy of the $\frac{3}{6}$				
Tota 03/20/200 01 FC:481 2 FE:482		Date /				

TRADEMARK REEL: 002253 FRAME: 0584

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment Agreement") is entered into by and between PLATINUM technology, inc., a Delaware corporation with its principal place of business at 1815 South Meyers Road, Oakbrook Terrace, Illinois 601,81 ("PTI"), on the one hand, and Platinum Software Corporation, a Delaware corporation with its principal place of business at 195 Technology Drive, Irvine, California 92618 ("PSC"), on the other hand.

- 1. <u>Marks</u>. The term "Marks" shall be defined as any and all trademarks, service marks, designs or emblems, now existing or hereafter created, and all registrations and applications for registrations therefor, and all reissues, renewals or extensions thereof.
- 2. Assigned Marks. The term "Assigned Marks" shall refer to any and all Marks owned or controlled by PSC which include the word "Platinum," including, without limitation, the marks set forth in Schedule A-1. PSC expressly warrants and represents that Schedule A-1 is a complete and accurate listing of any and all Marks owned or controlled by PSC, domestically and worldwide, which incorporate the word "Platinum."
- Assignment. PSC hereby assigns and conveys to PTI all of PSC's its right, title and interest in and to the Assigned Marks, and PTI hereby accepts and receives all of PSC's right, title and interest in and to the Assigned Marks (including the related goodwill throughout the world). These rights shall include, but shall not be limited to, all rights to use, copy, modify and exploit the Assigned Marks; the right to exclude others from using the Assigned Marks; the right to license, assign, convey, and pledge the Assigned Marks to others; the right to sue others and to collect damages for past, present and future infringements of the Assigned Marks; the right to create derivatives of the Assigned Marks and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect trademark rights in the Assigned Marks.
- 4. <u>Transfer of Ownership of Trademark Registrations</u>. PSC hereby transfers to PTI all right, title, and interest in the trademark registrations and applications set forth in Schedule A-1 (including the related goodwill throughout the world). PSC further agrees to execute any necessary documents to transfer the registrations and applications set forth in Schedule A-1.

PLATINUM software Corporation

By Serior Vice President & General Counsel

Its Dated

PLATINUM SOFTWARE CORPORATION

By S

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TRADEMARK
REEL: 002253 FRAME: 0585

SCHEDULE A-1

United States Federal Trademark Applications and Registrations January 14, 1999

Mark	App. No. App. Date	Reg. No. Reg. Date	Renewal	Class	Status	
PLATINUM EXPLORER	75/535,065 08/12/98			09	Pending.	
PLATINUM ERA	75/488,612 05/20/98			, 09	Pending.	
PLATINUM .01	73/662,965 05/26/87	1499288 08/09/88	08/09/08	09	Registered.	
SEQUEL TO PLATINUM	74/184,715 07/15/91	1773457 05/25/93	05/25/03	09	Registered.	

A HARAN BERKER MINEN MINEN MANNE HARAK BERKER KATUL HARA HARA

State Trademark Registration

03-12-2001

U.S. Patent & TMOfo/TM Mail Ropt Dt. #10

State	Mark	Class	Filing Date	Reg. No.	Reg. Date	Renewal	Status .
California	PLATINUM	38	05/20/87	084970	10/02/87	10/02/07	Registered.

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Unregistered Trademarks

PLATINUM SQL
PLATINUM ERA
PLATINUM FOR DOS
PLATINUM FOR WINDOWS
PLATINUM EXPLORER
ACCESS TO PLATINUM
SEQUEL TO PLATINUM
PLATINUM SQL NT
PLATINUM SQL ENTERPRISE

KNOBBE WARTENS OLSEN

M460:4 8861 4: NA;

TRADEMARK
REEL: 002253 FRAME: 0586

RECORDED: 03/12/2001

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