FORM PTO-1618A Expires 06/30/99 OMB 0651-0027

Massachusetts

Citizenship/State of Incorporation/Organization

40.00 OP

100.00 OP

Other

4/10/2001 LMUELLER 00000072 1457219

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04-10-2001



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Conveying Party	Mark if additional names of conveying parties attached Execution Date Month Day Year
Name MathSoft Engineering & Educ	ation, Inc. 01222001
Formerly	1457219
Individual General Partnership	Limited Partnership X Corporation Association
Other	
X Citizenship/State of Incorporation/Organiza	tion Delaware
Receiving Party	Mark if additional names of receiving parties attached
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TRADEMARK REEL: 002266 FRAME: 0896

## EXHIBIT A

## FORM OF TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This TRADEMARK COLLATERAL AGREEMENT AND NOTICE dated as of Janky 22, 2001, is among MATHSOFT ENGINEERING & EDUCATION, INC., a Delaware corporation with its principal place of business at 101 Main Street, Cambridge, Massachusetts 02142-1521 ("Borrower"), MATHSOFT CORPORATE HOLDINGS, INC., a Delaware corporation with its principal place of business at 101 Main Street, Cambridge, Massachusetts 02142-1521 ("Guarantor") (Borrower and/or Guarantor, as applicable, shall be "Assignor") CITIZENS BANK OF hereinafter as and referred collectively MASSACHUSETTS with an address at 28 State Street, Boston, Massachusetts 02109 ("Assignee") pursuant to a Loan and Security Agreement dated January 12, 2001, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on <u>Exhibit 1</u> hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Liabilities (as defined in the Loan Documents) a security interest and lien in and to the Marks and all Proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Collateral Agreement (the "Collateral Agreement") in favor of the Assignee dated January 22, 2001, by and among Assignor and Assignee;

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TRADEMARK REEL: 002266 FRAME: 0897 NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all Proceeds thereof and gives notice of such security interest and the existence of such Collateral Agreement providing therefor.

Executed as of the date first above written.

MATHSOFT ENGINEERING & EDUCATION,

INC.

By: Name: Japres C. Randles

Title: Chief Executive Officer

and/or

MATHSOFT CORPORATE HOLDINGS, INC.

By:

Name: James C Randles
Title: Chief Procutive Officer

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## **EXHIBIT 1**

## To Trademark Collateral Agreement and Notice

Country (State)	Word Mark	Registration No. (Serial No.)	Registration Date (Filing Date)
United States	INTELLIMATH	(75/455,224)	(March 23, 1998)*
United States	MATHCAD	1,457,219	September 15, 1987
United States	MATHSTATION	1,552,712	August 22, 1989
United States	STUDYWORKS	2,107,766	October 21, 1997
United States	STUDYWORKS!	2,192,085	September 29, 1998
(Massachusetts)	MATHCAD	52,627	May 1, 1986
Australia	STUDYWORKS!	741,413	February 25, 1998s
Canada	MATHCAD	347,819	November 10, 1988
Canada	STUDYWORKS!	517,575	October 5, 1999
European Community	MATHCAD	397,646	April 1, 1996
European Community	MATHSOFT	288,555	April 1, 1996
European Community	STUDYWORKS!	600,718	August 13, 1997
Japan	MATHCAD	2,714,980	June 28, 1996
Japan	MATHSOFT	2,627,751	February 28, 1994
United Kingdom	MATHCAD	1,313,960	June 24, 1987
United Kingdom	MATHCAD	1,528,493	October 28, 1994
United Kingdom	MATHSOFT	1,313,959	June 24, 1987
United Kingdom	MATHSOFT	1,528,490	September 9, 1994
United Kingdom	MATHSOFT STUDY WORKS	2,123,666	August 29, 1997

<sup>\*</sup> This application was abandoned as of May 19, 2000, for failure to file a Statement of Use.

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**RECORDED: 03/23/2001** 

TRADEMARK REEL: 002266 FRAME: 0899